

**ORDINANCE NO. 2714-2013
FIRE MANAGEMENT COMPENSATION PLAN**

Amended by:

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SECTION 1. SHORT TITLE.

That this Ordinance shall be known as "The Fire Management Compensation Plan." This Council does hereby direct that each of the following sections and subsections shall be considered separate and distinct sections for the purpose of this Ordinance. The provisions of the Ordinance shall become effective January 1, 2014, unless otherwise specified.

SECTION 2. TABLE OF CONTENTS.

The following Table of Contents is intended for convenient use of and reference to this Management Compensation Plan and these sections and subsection headings do not constitute any part of the law contained herein.

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SECTION 3. DEFINITIONS.

Appointing Authority - Director of Public Safety.

Appointment - The designation of a person, by due authority, to become an employee in the position, and his/her induction into employment in such position.

Calendar Month - From the first day to and including the last day of any one of the twelve (12) calendar months.

Class - A group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups of positions.

Classified Service - All positions and employment not specifically included by provisions of the City Charter as being in the unclassified service.

Continuous Service - An employee's length of service in the full-time employment of the City uninterrupted by resignation, retirement, discharge for cause, or a layoff of more than three hundred sixty-five (365) days. Resignation to immediately accept another position in the employ of the City shall not be considered an interruption in continuous service. If an employee retires as a result of a permanent disability and subsequently returns to employment in the Division of Fire, the employee shall not be considered to have had a break in continuous service. However, the period during which the employee was retired shall not be counted in the calculation of continuous service. This definition of continuous service shall not apply to employees on board as of May 31, 1987 who, prior to such date, enjoyed multiple periods of continuous service with the City interrupted by events, which would constitute a break in service under this definition. In such cases, all service in the full-time employment with the City shall continue to count in the calculation of the employee's continuous service.

Days - Any reference to "days", unless otherwise specified, refers to calendar days.

Demotion - A change of an employee from a position of one class to a position of a different class having a lower maximum rate of pay.

Employee/Employees - As used in this Ordinance means only those employees in the classified service of the classification of Fire Chief and Assistant Fire Chief.

Full-Time Status - Employment which requires service to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than eighty (80) hours per fourteen (14) consecutive calendar days.

Gender - Every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

Immediate Family - Includes spouse, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, son, daughter, brother, sister, parent, grandchild, grandparent, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandparent-in-law, step-mother or step-father, step-brother or sister, step-son or daughter, half-brother or sister, and legal guardian or other person who stands in the place of a parent. [Note: This definition does not apply to the Family and Medical Leave Act.]

Paid Status - Shall include compensation received for work performed and when on authorized leave with pay.

Payperiod - A two (2) week period beginning at 08:00 a.m. on a Sunday and ending on the second Saturday thereafter at 07:59 a.m.

Pay Plan - A schedule of compensation rates established for the position of Fire Chief and Assistant Fire Chief in the Division of Fire.

Pay Grade - The hourly pay grades established for a class.

Position - Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant or occupied full-time.

Promotion - A change from a position in one class to a position in a different class having a higher maximum rate of pay.

Reappointment - An appointment from an eligible list of a person, whose name has been restored to said list, said person previously having permanent status and separated from the City in good standing.

Reemployment - Return to duty of a person who is laid-off on account of lack of work or lack of funds.

Resignation - The voluntary termination of employment by an employee.

Service Credit Year - The service credit year shall commence with the beginning date of the 26th payperiod of each fiscal year and shall end as of the last day of the 25th payperiod of the following fiscal year.

Workday - An eight (8) hour shift, constituting a forty (40) hour week.

SECTION 4. EXECUTIVE FIRE PAY PLAN.

(A) The following compensation structure is hereby established as the "Executive Pay Plan" and is to be applied to the positions indicated below:

<u>Class Title</u>	<u>Pay Period</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Fire Assistant	Hourly (40)	6F	\$54.43	\$68.02	\$81.62
Chief	Annually		\$113,214.40	\$141,481.60	\$169,769.60
Fire Chief	Hourly (40)	7F	\$61.83	\$77.30	\$92.74
	Annually		\$128,606.40	\$160,784.00	\$192,899.20

The hourly rates set forth under this Section, for employment based on a forty (40) hour workweek, shall be used for the payment of salaries for the hours actually worked.

The City Auditor is authorized and directed to make retroactive payment of wages for the positions of Fire Chief and Fire Assistant Chief as determined by the Director of Public Safety and approved by the Director of Human Resources. The pay rate, in any amount, and retroactive effective date must be certified by the Director of Public Safety to the City Auditor and Civil Service Commission Executive Director.

(B) Employee's Contribution to Pension Fund.

(1) That portion of the employee's contribution to the Fund, equal to six percent (6%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee's contribution shall continue to be paid by the employee, using the determined method of pension contribution.

The six percent (6%) rate stated herein will decrease to five percent (5%) effective the payperiod that includes May 15, 2014. The five percent (5%) rate stated herein will decrease to four percent (4%) effective the payperiod that includes May 15, 2015. The four percent (4%) rate stated herein will decrease to three percent (3%) effective the payperiod that includes May 15, 2016. The three percent (3%) rate stated herein will decrease to two percent (2%) effective the payperiod that includes May 15, 2017.

The two percent (2%) rate stated herein will decrease to one percent (1%) effective the payperiod that includes May 15, 2018. The one percent (1%) rate stated herein will decrease to zero percent (0%) effective the payperiod that includes May 15, 2019. Any remaining portion of the employee contribution shall be paid by the employee.

- (2) The provisions of Paragraph (1) of this Subsection (B) shall apply uniformly to the employees covered by this Ordinance, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for therein. The City shall, in reporting and making remittance to the Fund, report that each employee's contribution has been made as provided by Statute.

Any sum paid hereunder by the City on behalf of the employee, is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings, or basis of his/her contribution to the Fund any amount paid by the City on behalf of the employee as a portion of his/her statutory obligation, is intended to be and shall be considered as having been paid by the employee in fulfillment of his/her statutory obligation.

- (3) For purposes of this Subsection (B), the term "earned compensation" shall mean any and all monies paid to an employee by the City of Columbus, for which there is a pension contribution, under or pursuant to any provision of this Ordinance and without regard to the date, time, or payperiod in which the original obligation for such payment may have occurred. However, it shall not include monies paid as and for uniform allowance as provided in Subsection 6(A) and (B) of this Ordinance.

SECTION 5. PAYPERIOD AND PAYROLL DEDUCTIONS.

- (A) Uniformed ranks of the Division of Fire whose salaries are provided by this Ordinance shall be paid on a bi-weekly basis (or payperiod); except where this would be in conflict with other official regulatory provisions.
- (B) The City will deduct from an employee's payroll check, upon authorization by the employee, amounts payable to causes or organizations as is currently in effect or as may be modified in the future upon approval by the City Auditor. Payroll deductions shall be governed by the ability of the City's payroll system to handle them.

SECTION 6. TITLES USED AND PAY RANGES APPLIED TO CLASSES.

The meanings of the position titles used herein shall be defined by specifications contained in the Position Classification Plan, of which an official copy shall be maintained in the offices of the Civil Service Commission. The following is a list of executive Fire uniformed classifications:

<u>Ordinance Section</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Range No.</u>
F027	3086	Fire Assistant Chief	6F
F045	3089	Fire Chief	7F

SECTION 7. ADDITIONAL ALLOWANCES.

In addition to the compensation provided in Section 3 of this Ordinance additional allowances are provided as follows:

(A) Clothing Maintenance Allowance.

Employees shall be paid a clothing maintenance allowance of \$1,025 each calendar year to be paid in January of each year. A voucher system shall be established by the Division to replace required clothing that is worn or damaged.

(B) Service Credit.

- (1) The Service Credit year shall commence with the beginning date of the 26th payperiod of each payroll year and shall end as of the last day of the 25th payperiod of the following year.
- (2) Payment is based upon total years of City service computed as of the closing date of the 25th payperiod of each payroll year.
- (3) Payment for service credit shall be made prior to December 31 of each calendar year.
- (4) Upon termination for any reason, employees who are eligible for service credit pay will be paid as part of their terminal pay, the final partial-year service credit on a pro-rated basis. In the event of death, payment will be made to the surviving spouse or estate if there is no surviving spouse.
- (5) Service Credit payments shall be paid as outlined below:

Fire Assistant Chief

Over 8 years of service \$1,400 - \$53.85 per completed payperiod.
Over 14 years of service \$1,600 - \$61.54 per completed payperiod.
Over 20 years of service \$1,900 - \$73.08 per completed payperiod.

Fire Chief

Over 8 years of service \$1,625 - \$62.50 per completed payperiod.
Over 14 years of service \$1,875 - \$72.12 per completed payperiod.
Over 20 years of service \$2,175 - \$83.65 per completed payperiod.

(C) Retention of Badges and Helmets Upon Retirement.

Upon request, at retirement, an employee may retain his/her Division badge and helmet. An employee who dies prior to retirement, upon request by the employee's spouse, shall retain his/her Division badge and helmet.

(D) Professional Time.

- (1) Each January each employee shall receive fifty (50) hours of professional time. In the event an individual is promoted to the classification of Fire Assistant Chief after January 1 of a given year, said Fire Assistant Chief shall be entitled to professional time on the prorated basis of 1.923 hours based on completed pay periods remaining in the year of appointment.
- (2) Professional time may be taken in increments of one (1) hour or more and must be approved by the Director of Public Safety.
- (3) Any unused professional time to an employee's credit at the close of business on the last day of the first payperiod that ends in the month of January shall be paid to the employee at the employee's forty (40) hour hourly rate in effect at that time. The City Auditor shall make such payment within a reasonable period following said payperiod.
- (4) Upon termination for any reason, employees will be paid as part of their terminal pay for all unused professional time hours at the employee's forty (40) hour hourly rate in effect at the time of separation. In the event of death, payment will be made to the surviving spouse or estate if there is no surviving spouse.

SECTION 8. SALARY ADMINISTRATION.

- (A) Salaries shall be set for the Fire Chief and Fire Assistant Chief within the discretion of the Director of Public Safety, considering the employee's performance, skills, experience and other qualifications as determined appropriate by the Director of Public Safety. The Director of Human Resources, in cooperation with the Director of Public Safety, will develop guidelines for administration of the Executive Fire Pay Plan. Subject to City Council appropriation, the Finance and Management Director will determine and establish available monies for salary increases.
- (B) Pay progression within Range 6F and 5F shall be set within the discretion of the Director of Public Safety considering the employee's performance, skills, experience and other qualifications as determined in the guidelines developed by the Director of Human Resources in cooperation with the Director of Public Safety. Pay considerations will be made on an annual basis.
- (C) The Director of Public Safety may authorize an annual lump sum payment, not to exceed two percent (2%) of annual salary, to employees for outstanding performance with the approval of the Director of Human Resources.
- (D) The rate of pay for employees affected by the personnel actions listed below shall be as follows:
 - (1) Demotion. Whenever an employee is demoted for disciplinary reasons, he/she shall be paid at an hourly rate as determined by the Director of Public Safety.
 - (2) Reappointment. Whenever an employee is reappointed to a position in a class where he/she previously held permanent status, his/her rate of pay shall be the rate at which he/she was paid at the time of his/her separation.
 - (3) Reemployment. Whenever an employee is reemployed, his/her rate of pay shall be the rate at which he/she was paid at the time of his layoff.
 - (4) Return from Military Leave. Whenever an employee returns from military leave, he/she shall be restored to his/her former position at the step which corresponds to the step he/she received at the time of his/her departure and in addition, shall be granted any increases to which he/she would have been entitled had he/she not entered military service.
- (E) Salary as provided by this Ordinance is fixed on the basis of full-time service in full-time positions.
- (F) The Civil Service Commission is prohibited from certifying any payroll or paying any pay rate based on the assignment of any class to a pay range not specifically

authorized by City Council. The City Auditor is hereby prohibited from paying any salary or compensation to any person holding a position in the classified service unless the payroll or account for any salary or compensation shall bear the certificate of the Civil Service Commission and/or paying any pay rate based on the assignment of any class to a pay range not specifically authorized by City Council.

- (G) If a Fire Assistant Chief is required to perform the duties of the Fire Chief for eight (8) or more consecutive hours, he/she shall be paid at the wage rate of the Fire Chief for all hours during which he performs such duties.

SECTION 9. INSURANCES.

- (A) Health Insurance. The City shall provide comprehensive major medical, dental, vision care, and prescription drug benefits for eligible employees in effect at the time of this amendment through December 31, 2017. Effective January 1, 2018, the City shall provide benefits for eligible employees as detailed below, for both the employee and family coverage. Such major medical, dental, vision care and prescription drug benefits will be available beginning the first of the month following the date of hire. Life insurance is effective the first of the month following the date of hire. This coverage shall also comply with all pertinent state and federal statutes, including the Health Insurance Portability and Accountability Act (HIPAA) and the Newborns' and Mothers' Health Protection Act (NMHPA) of 1996.
- (B) Comprehensive Major Medical.
 - (1) If the employee and/or dependent receives services from a preferred provider (PPO), reimbursements will be at an eighty/twenty percent (80/20%) co-insurance and will be subject to single and family deductible and out-of-pocket maximums listed in Table 1.
 - (2) If a preferred provider is not used, co-insurance will be reduced to sixty/forty percent (60/40%) of one hundred forty percent (140%) of the single and family deductibles and out-of-pocket maximums listed in Table 1.
 - (3) Physician office visits will be subject to co-payments per in-network primary care physician visits listed in Table 1. Eligible services, which shall include diagnostic, surgical and/or specialty services provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-payment.
 - (4) The office co-payment does not apply to the annual deductible, however, office co-payments will apply to the annual out-of-pocket maximum. Care rendered by non-network providers shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Section 16(B)(1) and 16(B)(2), and a twenty percent (20%) penalty.

- (5) Pursuant to the NMHPA, all inpatient and outpatient treatment for psychiatric and/or alcohol or drug treatment (substance abuse) services will not be subject to treatment limits and will be covered as standard medical treatment. Coverage is subject to deductible, co-insurance, and out-of-pocket maximums.
- (6) In-Patient Hospital Coverage. After satisfying the annual deductible, the plan pays eighty percent (80%) of reasonable charges for a semi-private room and ancillary services for medical stays at an in-network hospital. Once out-of-pocket expenses and reasonable charge provisions have been met, the plan will reimburse the hospital at one hundred percent (100%) for covered services.

For utilization at a non-network hospital, an additional twenty percent (20%) penalty and any excess charges above reasonable rates are the employee's responsibility. Any charges for medically unnecessary care, non-covered services or charges beyond plan limitations are the employee's responsibility.

- (7) In accordance with the Patient Protection and Affordable Care Act of 2010, insured members are eligible to receive certain preventive care services, based upon age, gender and other factors, without cost-sharing (co-payments, co-insurance and deductibles). These preventive services must be provided by doctors and health care professionals within the City's plan provider network. The preventive health services that must be covered without cost-sharing requirements are those based on the requirements stated below:
 - (a) Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF), including certain preventive care for women, such as mammograms, cervical cancer screenings and prenatal care;
 - (b) Immunizations for routine use in children, adolescents and adults that are currently recommended by the Centers for Disease Control and Prevention (CDC) and included on the CDC's immunization schedules;
 - (c) Strong scientific evidence-informed preventive care and screenings for infants, children and adolescents, as provided for in the Health Resources and Services Administration (HRSA) guidelines; and

- (d) As noted above, a set of additional scientific evidence-based preventive services for women recommended by the Institute of Medicine and supported by HRSA.

Preventive services that are excluded from the above agencies' recommended lists shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Section 16(B)(1) and 16(B)(2).

Preventive services rendered by non-network providers shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum as specified in Table 1.

Insured members should contact the City's health plan administrator prior to obtaining preventive services for determination of preventive services coverage.

- (8) An emergency room visit will be subject to a seventy-five-dollar (\$75.00) co-payment per visit. If admitted, the co-payment will be waived. An urgent care visit will be subject to a thirty-dollar (\$30.00) co-payment per visit.
- (9) Miscellaneous benefits with specified limits:

Physical therapy, occupational therapy, and/or chiropractic visits will be covered up to a combined annual maximum for thirty (30) visits per person, based on medical necessity.

Prescription drug deductible charges are not payable under this medical provision.

The City will provide the following minimum coverage for maternity benefits: At least forty-eight (48) hours of inpatient hospital care following a normal vaginal delivery; and at least ninety-six (96) hours of inpatient hospital care following a caesarean section and physician-directed aftercare. These minimum stay requirements are not applicable if the mother and her health care provider mutually agree that the mother and her child may be discharged earlier.

A weight loss schedule is limited to examination charges only. Food supplements in the treatment of obesity are excluded.

Services rendered by a Hospice Care program will be covered up to a maximum of sixty (60) days. Covered services include those services for which an employee is eligible during a hospital admission.

Temporomandibular joint pain dysfunction, syndrome or disease or any related conditions collectively referred to as "TMJ" or "TMD" will be covered

on the basis of medical necessity, up to a lifetime maximum of \$200.00. This limit does not apply to surgical services on the jaw hinge.

(C) Prescription Drugs. The City will provide a prescription drug coverage plan that provides for the use of a formulary and prior authorization requirements.

(1) CO-PAYMENTS AND OUT-OF-POCKET MAXIMUMS

The employee shall be responsible for a five-dollar (\$5.00) co-payment for a Tier 1 drug. For a Tier 2 drug, the co-payment is fifteen dollars (\$15.00). For a Tier 3 drug, or if a prescription is written "dispense as written" and a lower tier drug exists, the co-payment is thirty dollars (\$30.00). The annual out-of-pocket maximum per single contract per year will be two thousand dollars (\$2000.00). The annual out-of-pocket maximum per family contract per year will be four thousand dollars (\$4000.00).

Pre-natal vitamins are covered with a written prescription from the physician.

(2) MAIL ORDER

Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. The out-of-pocket maximum for prescription drugs filled through mail order will be the same as described in Section 16(C)(1). Under the mail order program, the employee shall be responsible for a twelve dollars and fifty cents (\$12.50) co-payment for a Tier 1 drug. For a Tier 2 drug, the co-payment is twenty-five dollars (\$25.00). For a Tier 3 drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-payment is sixty dollars (\$60.00).

Maintenance drugs should be obtained through the mail order program. The original prescription with no refills may be purchased locally but subsequent refills must use the mail order program.

The prescription drug program will include prior authorization requirements for certain types of drugs. Some drugs will require the employee and/or dependent to undergo step therapy (trial of a lower cost drug before a higher cost drug is covered). The prescription drug program administrator will determine which drugs require prior authorization and/or step therapy.

(3) SERVICES NOT COVERED

- Experimental drugs.
- Drugs that may be dispensed without prescription.
- Non-prescription items.

- Medications which are covered under the terms of any other employer, sponsored group plan, or for which the individual is entitled to receive reimbursement under Workers' Compensation or any other Federal, State or Local governmental program.
- Immunization Agents (except as provided in Section 16(B)(7)(b)).
- Drugs deemed not medically necessary.
- Administration of prescription drugs.
- Any prescription refill in excess of the number specified by the physician, or any refill dispensed after one year from date of the physician's original order.
- Medication taken by, or administered to, the individual while a patient is in a licensed hospital, extended care facility, nursing home or similar institution which operates, or allows to be operated, on its premises, a facility for dispensing drugs.
- Anti-obesity drugs.
- Dietary and food supplements.

(4) DISPENSING LIMITATION

Each retail prescription may be filled up to a maximum of a thirty (30) day supply and a maximum of a ninety (90) day supply for mail order.

(5) MISUSE OF PRESCRIPTION DRUG PROGRAM

Control Drug Management Program. The City's prescription drug program administrator will review prescriptions to assess whether abuse of narcotics and similar drugs may be occurring and will follow up with prescribing physicians as appropriate to further evaluate any suspected instances of abuse.

Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, shall result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

(D) Dental.

(1) DENTAL ANESTHESIA

Dental general anesthesia administered by the dentist is a covered service. Osseous surgery is not covered under the dental plan, but is payable under the medical plan.

(2) ANNUAL DENTAL MAXIMUM

The maximum amount payable for covered dental expenses, except orthodontics, for one (1) eligible person in one (1) benefit year is fifteen hundred dollars (\$1,500.00).

(3) ORTHODONTIC MAXIMUM

The lifetime maximum payable for dependent orthodontia services for any covered child is eighteen hundred-fifty dollars (\$1,850.00).

(4) A voluntary dental PPO shall be available to employees which allows voluntary selection of a participating provider which will result in no-balance billing over reasonable charges. All existing co-insurance levels and exclusions continue to apply.

(5) The following preventive dental services are paid at one hundred percent (100%) of the reasonable charge:

(a) Routine oral examinations – twice in any calendar year, January 1 through December 31.

(b) Routine prophylaxis (cleaning of teeth) – twice in any calendar year, January 1 through December 31.

(c) Topical application of fluoride – twice in any calendar year, January 1 through December 31.

(E) Vision. The City shall maintain the current vision care plan for all eligible employees as follows:

(1) Network Doctor Plan

Deductibles:

Eye Examination \$5.00

Lenses and Frames \$12.50

Deductibles do not apply toward contact lenses.

Wholesale Frame Allowance
\$41

Retail Frame Allowance
\$135

(2) Non-Network Doctor Plan Reimbursement Schedule

Eye Examination up to	\$35.00
Frames up to	\$35.00
Lenses:	
Single Vision up to	\$35.00
Bifocals up to	\$35.00
Trifocals up to	\$60.00
Lenticular up to	\$90.00

- (3) Contact Lenses (pair) in place of all other plan benefits for the benefit period

Cosmetic (elective)	\$90.00 plus exam
Necessary	\$170.00 plus exam

- (F) Life Insurance. The City shall provide the Fire Chief and Fire Assistant Chief term life insurance in the amount of their annual salary or \$100,000, whichever is greater.

- (G) Eligibility. Eligibility for enrolling new employees for health insurance, dental insurance, vision care, prescription drug and term life insurance shall be based upon an employee's active service in a position or employment, which is to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than forty (40) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods per annum unless otherwise required by Federal Law or Regulations. Employees shall become eligible for the benefits outlined in this Section 16, pursuant to the provisions herein, on the first of the month following their hire date.

- (1) Full-time employees may waive coverage in the employee insurance programs during the month of February in each calendar year. Once the waiver is executed, the employee must wait until Open Enrollment Month (February) in a subsequent year to re-enroll in the benefit plans. In the event of a divorce, legal separation, the death of a spouse or the spouse involuntarily loses family coverage through the spouse's employer, the employee may enroll with the City of Columbus insurance program within thirty (30) days of such event.

- (2) Part-time regular employees who have worked a minimum of one thousand forty (1,040) hours the previous calendar year shall be eligible for medical and prescription coverage only. The employee's share of the cost of the medical and prescription insurance will be one-half of the established funding rate established by the Department of Finance and Management. The employee's share will be converted into a single and family premium. An open enrollment will be held during the month of February of each year for employee enrollment. In the event of a divorce, legal separation, the death of a spouse, or the spouse involuntarily loses family coverage through

the spouse's employer, the eligible employee may enroll with the City of Columbus insurance program within thirty (30) days of such event. Upon the completion of two (2) consecutive years and a minimum of two thousand eighty (2,080) hours, and every consecutive year thereafter, employees' eligible dependents are eligible to enroll for medical and prescription coverage during Open Enrollment Month.

For purposes of this paragraph (G)(2), "hours" counted toward part-time eligibility will include hours worked, Paid Time Off, Injury Leave, Workers' Compensation, Military Leave, and FMLA.

- (H) Premium Co-Payment. Effective April 1, 2017, the monthly premium is an amount equal to fifteen percent (15%) of the insurance base for single and family coverage. Effective April 1, 2018, the monthly premium will be an amount equal to sixteen percent (16%) of the funding rate established by the actuary for the City for single and family coverage. Effective April 1, 2019, the monthly premium will be an amount equal to seventeen percent (17%) of the funding rate established by the actuary for the City for single and family coverage. For all employees hired on or after October 1, 2017, the monthly premium shall be an amount equal to twenty percent (20%) of the funding rate established by the actuary for the City for single and family coverage.

Such premiums shall be paid through an automatic payroll deduction. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

Providing an employee continues monthly premium coverage payments, insurance coverage for which an employee is eligible will be extended ninety (90) days beyond the end of the month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, at the employee's expense.

Employees on disability leave, or employees receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation, must keep their premium co-payments current. If at the conclusion of the ninety (90) day period as specified in the previous paragraph, the premium co-payments are not current, an employee's insurance will then be terminated with an option to participate in the City's insurance continuation program, COBRA, at the employee's expense.

- (I) Tobacco Surcharge. If an employee hired on or after October 1, 2017 who participates in the City's insurance program uses tobacco, the employee will be charged a twenty-five dollar (\$25.00) per month surcharge.
- (J) Pre-Tax Insurance Premiums. Employees are eligible to pre-tax insurance premiums through the City's Pre-tax Plan Administrator.

The City will continue to maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code. Such premiums shall be paid through an automatic payroll deduction.

- (K) Voluntary Pre-Paid Legal Services Plan. The City may afford employees the opportunity to participate in a voluntary pre-paid legal services plan payable through payroll deduction.
- (L) Appeal Process. The extent of coverage under the insurance policies (including self-insured plans) shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans, including the claims appeal process available through the insurance company or third party administrator. In the event the employee benefit booklet and this Ordinance are not specific, the plan administrator's administrative guidelines will prevail; provided, however, that this shall not prejudice the right of the employee to appeal a claim dispute to the plan administrator and to the Ohio Department of Insurance.

(M) Table 1.

Table 1	
Deductible	
In-Network	\$300 single / \$600 family
Non-Network	\$800 single / \$1,600 family
Co-insurance	
In-Network	80% / 20%
Non-Network	60% / 40%
Out-of-Pocket Maximum	
In-Network	\$700 single / \$1,200 family
Non-Network	\$1,600 single / \$3,200 family
Office Visit Co-pay	
Primary Care	\$20 co-pay
Specialist	\$30 co-pay
Hospital Inpatient Stay	
In-Network	20% after deductible
Non-Network	40% after deductible
Outpatient Surgery	
In-Network	20% after deductible
Non-Network	40% after deductible
Emergency Room Co-pay	
In-Network	\$75 co-pay, 20% after co-pay and deductible (co-pay waived if admitted)
Non-Network	same as in-network
Urgent Care Co-pay	
In-Network	\$30 co-pay, 20% after co-pay and deductible
Non-Network	\$30 co-pay, 40% after co-pay and deductible
Lifetime Maximum	No maximum
Pre-Notification Penalty	Benefits reduced to 50% of eligible expenses
Rx Co-pays	Retail/Mail
Tier 1	\$5/\$12.50
Tier 2	\$15/\$25
Tier 3/ Dispense as Written	\$30/\$60
Rx Co-pays Accumulate	Yes
Rx OOP Max	\$2,000 single/ \$4,000 family
Tobacco Surcharge	\$25.00 monthly for new hires as of October 1, 2017

SECTION 10. HOURS OF WORK.

The average forty (40) hour workweek shall consist of five (5) eight (8) hour workdays and two (2) days off. The salary and wage ranges prescribed in the pay plan for the respective classes of positions are based on an average workweek of forty (40) hours, and a typical work year of 2,080 hours.

SECTION 11. PAY FOR UNUSED COMPENSATORY TIME.

Any compensatory time on account for an employee entering the jurisdiction of this MCP herein shall be paid upon appointment to the classifications of Fire Chief or Fire Assistant Chief at the regular hourly rate of pay of the former classification. Such payment shall be made as soon as practicable by the City Auditor.

SECTION 12. LEGAL HOLIDAYS.

(A) Holidays celebrated are as follows:

New Year's Day, January 1
Martin Luther King's Birthday, the third Monday in January
Washington's Birthday, the third Monday in February
Primary Election Day, one-half day
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans Day, November 11
General Election Day, the first Tuesday after the first Monday in November
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Employee's Birthday
Any special holiday proclaimed by the Mayor

(B) When a holiday falls on the first day of an employee's regularly scheduled days off it shall be celebrated on the previous day, and when a holiday falls on the second day of an employee's regularly scheduled days off it shall be celebrated on the following day.

(C) Holiday Credit. Each full-time employee shall earn holiday credit at the rate of 3.85 hours for each completed payperiod of service. Accumulated holiday credits shall be compensated in cash in January of each year at the forty (40) hour rate in the employee's appropriate class and range.
An employee who experiences a break in continuous service, and who has holiday credit as provided in this Subsection (A) shall be compensated in cash for accumulated holiday credits upon separation at the forty (40) hour rate in the employee's appropriate range in effect at the time of separation.

- (D) When an employee is compensated for work on a holiday at the time of separation, such time shall be computed at the rate of pay in effect for said employee at the time of separation.
- (E) An employee who experiences a break in continuous service, and who has unused compensatory time to his/her credit, shall be paid for such accrued compensatory time. Such payment shall be paid at the employee's hourly rate of pay in effect at the time of separation.
- (F) When an employee dies while in paid status, any unused compensatory time or holiday credit to his/her credit shall be paid at the employee's hourly rate of pay in effect at the time of death in a lump sum to the surviving spouse, or to the estate of the deceased if there is no surviving spouse.

SECTION 13. SPECIAL LEAVE WITH PAY.

- (A) Military Leave. City employees who are members of the Ohio National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve shall be granted military leave of absence with pay, in addition to vacation leave, when ordered to temporary active duty, multiple unit training assemblies, or when ordered to military training exercises conducted in the field for a period of not more than twenty-two (22) days during each calendar year. Excepting and providing that when the Governor of the State of Ohio or the President of the United States declares that a state of emergency exists then, in that event, the employee is ordered to active duty for purposes of that emergency, shall be paid pursuant to this Article for a period, or periods, whether or not consecutive, not to exceed twenty-two (22) days during each calendar year.
- (B) Military Pay. An employee who is entitled to military leave, and who is called to military duty for a period in excess of twenty-two (22) days in any one (1) calendar year, for each calendar year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress, is entitled to additional paid leave during the period designated in the order or act. Such employee shall be paid his/her regular salary for the period of time so served less one day's military base pay for each day he/she otherwise would have been scheduled to work for the City while on military leave with pay.

An employee who takes two (2) weeks of military leave with pay will be away from his/her job Monday through Friday, both weeks, for a total of ten (10) fire work days. In that situation, he/she is paid by the military for fifteen (15) or more days. The offset from his/her regular salary will be determined by multiplying the daily rate of base pay by ten (10) in recognition of the ten (10) work days

missed and subtracting that sum from the regular two (2) weeks of fire pay. This offset provision does not apply to paid leaves of twenty-two (22) days or less as provided in this Section.

Reemployment of a member who leaves the employment of the City to serve in the armed forces of the United States America or any branch thereof shall be governed by the following principles:

- (1) An eligible member shall be reemployed in the position in which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided that the member is qualified to perform the duties of such position.
A member whose military service involves only military training shall be reinstated to his/her former position, not an equivalent position.
- (2) Any member who has entered the service as stated above, must request restoration to the position within ninety (90) days of receiving an honorable discharge from the armed forces or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.
- (3) The term "armed forces of the United States," as used in this section, shall be deemed to include such services as designated by the Congress of the United States.
- (4) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §4301 et seq.

- (C) Jury Duty Leave. City employees, when called to jury duty, shall be paid regular salary for the period of such jury service.

Upon receipt of payment for jury service, the employee shall submit fees to the Administrative Bureau who will then deposit such funds with the City Treasurer.

- (D) Witness Duty. Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his/her duties and/or position with the Division of Fire.

Upon receipt of payment for witness service, the employee shall submit fees to the Administrative Bureau who will then deposit such funds with the City Treasurer.

(E) Paid Parental Leave (PPL). Effective August 1, 2017, full-time City employees in classifications listed in Section 6 of this Ordinance, who meet the following criteria, are eligible for up to six (6) weeks of PPL.

- (1) Employees must have:
 - (a) Completed one (1) year of continuous full-time City service;
 - (b) Worked for at least one thousand two hundred fifty (1,250) hours over the twelve- (12) month period preceding the leave;
 - (c) Not taken any PPL in the preceding rolling twelve- (12) month period measured backward from the date PPL is used.
- (2) PPL qualifying events are the following:
 - (a) Birth of a child, provided the employee is the biological parent, or the spouse or domestic partner of the biological parent, or a legal guardian of the child.
 - (b) Permanent placement of an adoptive child, provided the employee is the adoptive parent, or the spouse or partner of the adoptive parent, and must reside in the same household as the newly adopted child.
- (3) PPL benefits are as follows:
 - (a) The eligible leave period of six (6) weeks begins on the date of the qualifying event (i.e., birth of a child or permanent placement of an adoptive child). PPL is not intended to extend disability leave, and therefore will not be used at the end of disability leave following the same event.
 - (b) Eligible employees may receive a total PPL benefit of six (6) weeks. This program shall provide for payment to the employee from the fifteenth (15th) day of the qualifying event for a maximum of four (4) weeks of PPL benefits at seventy percent (70%) of the employee's current salary.
 - (c) Notwithstanding the provisions of Section 18 of this Ordinance, during the waiting period only, employees may elect to use sick leave, vacation leave, compensatory time or unpaid leave time.
 - (d) During the six (6) weeks of PPL, the employee may, if he/she so desires, elect to use all, or part, of his/her accumulated but

unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the PPL program, provided that all new (current year) sick leave accruals are exhausted before an employee may use the available balance in his/her old sick leave bank. If an employee exhausts all sick leave benefits, other approved leave may be granted by the Appointing Authority.

- (e) PPL must be taken as one continuous block of leave and may not be taken intermittently.
- (f) Any PPL which is granted for reasons permissible under FMLA leave shall count toward the twelve- (12) week per year limitation.
- (g) While an employee is paid PPL benefits, vacation accruals shall cease. Holidays shall be paid at the PPL benefit rate as set forth in Section 13(E)(3)(b) of this Ordinance.

(F) Paid Caregiver Leave (PCL). Effective August 1, 2017 through August 1, 2019, full-time City employees in classifications listed in Section 6 of this Ordinance, who meet the following criteria, are eligible for up to four (4) weeks of PCL.

- (1) Employees must have:
 - (a) Completed one (1) year of continuous full-time City service;
 - (b) Worked for at least one thousand two hundred fifty (1,250) hours over the twelve- (12) month period preceding the leave;
 - (c) Not taken any PCL in the preceding rolling twelve- (12) month period measured backward from the date PCL is used.
- (2) PCL may be taken when the employee's covered family member has a serious medical condition as defined by the Family and Medical Leave Act (FMLA) requiring the employee's care.
- (3) Covered family members under the FMLA are the employee's spouse, son, daughter or parent as defined in the FMLA regulations.
- (4) PCL benefits are as follows:
 - (a) The eligible leave period of four (4) weeks begins on the date the employee requests leave to care for an eligible family member with a serious health condition.

- (b) Eligible employees may receive a total PCL benefit of four (4) weeks. This program shall provide for payment to the employee from the fifteenth (15th) day of the qualifying event for a maximum of two (2) weeks of PCL benefits at seventy percent (70%) of the employee's current salary.
- (c) Notwithstanding the provisions of Section 18 of this Ordinance, during the waiting period only, employees may elect to use sick leave, vacation leave, compensatory time or unpaid leave time.
- (d) During the four (4) weeks of PCL, the employee may, if he/she so desires, elect to use all, or part, of his/her accumulated but unused sick leave in order to make up any difference between one hundred percent (100%) of his/her gross wages and the amount which he/she receives under the PCL program, provided that all new (current year) sick leave accruals are exhausted before an employee may use the available balance in his/her old sick leave bank. If an employee exhausts all sick leave benefits, other approved leave may be granted by the Appointing Authority.
- (e) PCL must be taken as one continuous block of leave and may not be taken intermittently.
- (f) Any PCL which is granted for reasons permissible under FMLA leave shall count toward the twelve- (12) week per year limitation.
- (g) While an employee is paid PCL benefits, vacation accruals shall cease. Holidays shall be paid at the PCL benefit rate as set forth in Section 13(F)(4)(b) of this Ordinance.

SECTION 14. VACATION LEAVE.

- (A) The vacation year for employees shall end at the close of business on the last day of the last payperiod that ends in the month of February.
- (B) Conditions for Accrual of Vacation Leave.
 - (1) Each employee shall accrue vacation leave by payperiod based on years of continuous service as established in the schedules below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the payperiod in which a year of continuous service is completed as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Payperiod</u>
Less than 3 years	4.615
3 years but less than 6	6.154
6 years but less than 14	8.307
14 years but less than 20	9.230
20 or more years	11.231

- (2) Maximum Accrual of Vacation. Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation year for employees governed by the provisions of this section, except as provided in Section 14(C)(1). The maximum number of vacation hours that may be accrued based on years of continuous service as of the end of a vacation year are as follows:

<u>Length of Continuous Service</u>	<u>Maximum Accrual Of Vacation Hours</u>
Less than 3 years	360 hours
3 years but less than 6	504 hours
6 years but less than 14	672 hours
14 years but less than 20	744 hours
20 or more years	876 hours

(C) **Other Vacation Leave Provisions.**

- (1) At the end of each vacation year, employees shall be paid for any vacation balances in excess of the maximums fixed by this section accruing after January 1, 1964, upon certification by the Director of Public Safety to the City Auditor and the Director of Human Resources that due to emergency work requirements, it is not in the best interests of the City to permit an employee to take vacation leave which would otherwise be forfeited as provided in Section 14(B)(2).
- (2) An employee who experiences a break in continuous service as a result of discharge, resignation, retirement, or layoff and who has unused vacation leave to his/her credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his/her last day of service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation. Such payment shall not exceed the maximum accrual of vacation hours set forth in Section 14(B)(2).
- (3) When an employee dies while in paid status, any unused vacation leave to his/her credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse. Such payment shall be paid at the employee's hourly rate of pay at time of death.

- (4) Vacation leave may be taken in increments of one (1) hour at the request of the employee with the approval of the Director of Public Safety.

SECTION 15. INJURY LEAVE WITH PAY.

- (A) All employees shall be allowed injury leave with pay not to exceed one hundred eighty (180) days for each service-connected injury provided such injury is reported to the employee's immediate supervisor, subject to the provisions of this Section.
- (B) Injury leave with pay shall be granted to any such employee only for injuries or other disabilities determined by the Human Resources Director or designee as caused or induced by the actual performance of his/her position, including a personal comfort zone.
Cardiovascular, respiratory, and pulmonary disabilities shall be presumed to be service-connected. The City may require an independent medical examination for any employee requesting injury leave at the City's expense. The City shall send to the employee a copy of the letter sent to the physician along with the questions the City is asking the physician in respect to the employee's examination and/or condition. The City shall also send a copy of the physician's report to the employee.
- (C) Medical documentation, supporting documentation, and a report of the cause of all injuries, whether original or recurrent must be signed by the Fire Chief and the Director of Public Safety and be submitted to the Director of the Human Resources Department or designee, within two (2) workdays of the date the injury is reported by the employee on forms designed and furnished by the Human Resources Department.
- (D) No employee is to be granted injury leave with pay unless the Director of Public Safety has in his/her possession written authorization signed by the Director of the Human Resources Department or designee. Such authorization shall indicate the approximate length of the leave, and no injured employee on leave shall be returned to work without the written approval of an attending physician. An employee on injury leave shall maintain biweekly verbal contact with the Fire Chief and/or Director of Public Safety or designee during the period of time he/she is injured. This requirement may be modified in writing by the Director of Public Safety or designee for extended leaves. An employee shall notify the Fire Chief and/or Director of Public Safety or designee at least seven (7) days prior to the expected return to work date to reconfirm that date. If, in the judgment of the Human Resources Director or designee, the injury is such that the employee is capable of performing his/her regular duties or light duties during the period of convalescence, he/she shall so notify the Director of Public Safety in writing and deny injury leave with pay. No injury leave payments shall be made to any employee who is actually working for another employer during

the employee's regular shift, or where such work involves or requires the performance of the same or similar duties as those regularly performed by the employee, or where the job involves duties and/or physical demands which would conflict with the medical condition. Employees shall not engage in recreational activity while on injury leave where the physical demands of such activity conflicts with the injury/medical condition allowed. If there is a recurrence of a previous injury, the Director of Public Safety must request approval of injury leave for each recurrence. Whenever an employee is required to stop working because of an injury or other service-connected disability, he/she shall be paid for the remaining hours of that day, or shift, at his/her regular rate and such time shall not be charged to leave of any kind.

- (E) Any injured employee may appeal the decision of the Human Resources Director or designee, by written notice, to the Board of Industrial Relations within ten (10) calendar days of notification that injury leave has been denied. The Board of Industrial Relations, at the City's expense, may require an employee to be examined by a physician of the Board's choice.
- (F) Pending a decision by the Director of the Human Resources Department or designee, an injured employee may be carried on personal sick leave with pay which shall be restored to his/her credit upon certification by the Director of the Human Resources Department or designee, that injury leave has been approved; except that when an employee is injured, and the Director of Public Safety can establish that the injury occurred during the employee's hours of work for the City, the employee may be carried on injury leave with pay pending certification by the Director of the Human Resources Department or designee, that injury leave has been approved. In no case may the employee be carried on injury leave in excess of the employee's amount of accumulated sick leave. If injury leave is not certified by the Human Resources Director or designee, the employee will be charged sick leave for time used. Injury leave shall be allowed for actual time spent during duty hours (including travel time) for scheduled physician appointments and/or treatment resulting from on-the-job injury.

SECTION 16. SICK LEAVE WITH PAY.

- (A) Sick Leave Accrual. Each employee shall accrue sick leave with pay at the rate of 6.462 hours for each completed payperiod.
- (B) Cumulation and Payment of Sick Leave. Sick leave with pay shall be cumulative and any employee having unused sick leave prior to the effective date of this Ordinance shall be credited with such unused sick leave for the purpose of this Ordinance.

(1) Reciprocity payment. Each January of each year, employees shall be paid for unused sick leave earned during the immediately preceding calendar year in accordance with the following schedule:

(a) Amount of Payment.

(1) Less than 500 hour bank: Any employee who, as of January 1, of each year, has a sick leave account of less than five hundred (500) hours shall not be paid for any unused sick leave earned during the immediately preceding calendar year and any such unused sick leave shall be added to his/her sick leave account.

(2) 500-750 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of five hundred (500) to seven hundred fifty (750) hours shall first have any sick leave used in the immediately preceding calendar year deducted from the sick leave which he/she earned during that year and, as to any remaining unused sick leave from that year, he/she may elect to be paid for seventy-two (72) of those hours. Any unused sick leave hours still remaining from that year shall be added to his/her sick leave account.

(3) More than 750 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of more than seven hundred fifty (750) hours shall first have any sick leave used in the immediately preceding calendar year deducted from the sick leave which he/she earned during that year and, as to any remaining unused sick leave from that year, he/she may elect to be paid for one hundred twenty (120) of those hours. Any unused sick leave hours still remaining from that year shall be added to his/her sick leave account.

(b) Calculation of Payment. Any amounts to be paid under this Subsection (B) shall be paid at the rate of one hour pay (based on the 40 hour rate) for each hour of unused sick leave, in accordance with the pay schedules established in Section 3.

(C) Separation Payment. An employee who experiences a break in continuous service as a result of discharge, resignation, retirement or layoff may, if he/she so desires, be paid in lump sum one (1) hour of pay for each six (6) hours of unused sick leave to his/her credit for total accruals up to and including one

thousand (1,000) hours; one (1) hour of pay for each three (3) hours of unused sick leave to his/her credit for all accruals in excess of one thousand (1,000) hours up to and including two thousand one hundred (2,100) hours; and one hour of pay for each hour of unused sick leave to his/her credit for all accruals in excess of two thousand one hundred (2,100) hours. Such payment shall be paid at the appropriate rate and rank specified in of Subsection (B)(1)(b) of this Section 16.

(D) Use of Sick Leave. Sick leave with pay may be granted upon the recommendation of the Director of Public Safety only for the following reasons:

- (1) Sickness of the employee.
- (2) Injury to the employee except where such injury is incurred in the performance of employment other than his/her employment with the City.
- (3) Medical, dental, optical consultation or treatment of employee.
- (4) Sickness of a member of the immediate family living in the employee's household. Employees working an average forty (40) hour workweek shall be granted no more than five (5) work days in any calendar year for sickness in the immediate family requiring the presence at home of the employee. The Director of Public Safety may require a certificate of the attending physician before paying any employee under this paragraph.
- (5) Quarantine of an employee because of exposure to a contagious disease. The Director of Public Safety shall require a certificate of the attending physician before paying any employee under this paragraph.
- (6) In the event an employee uses all his/her injury leave time, and is still unable to return to active duty, he/she may, with the approval of the Director of Public Safety, use any sick leave, professional time and vacation time to which he is otherwise entitled.
- (7) Bereavement. In the event of a death in the immediate family, each employee regularly working an average forty (40) hour workweek shall be entitled to five (5) work days to attend or prepare for a funeral service and/or interment.
- (8) Any leave which is granted under this Section for reasons permissible under an FMLA leave as provided in Section 16, shall be charged as an FMLA leave and shall count toward the twelve (12) week per year limitation for the length of the FMLA leave.

(E) The Director of Public Safety may require evidence as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested.

- (F) Employees working an average forty (40) hour workweek shall be charged at the rate of eight (8) hours of sick leave for each regularly scheduled workday such employee is absent.
- (G) When an employee dies while in paid status, regardless of the number of accumulated sick leave hours in the City service, all unused sick leave to his/her credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased if there is no surviving spouse in accordance with Section 16(C).
- (H) No sick leave with pay shall accrue except for service as an employee of the City of Columbus.
- (I) Sick leave may be approved in multiples of one (1) hour.

SECTION 17. TUITION REIMBURSEMENT.

- (A) No employee on an authorized leave of absence or injury leave shall be eligible to apply for tuition reimbursement; except that, employees on injury leave who are rendered unable to complete the required course work due to the injury and who have a course(s) approved by the Labor Relations Manager or designee prior to being injured shall be reimbursed for that course(s).
- (B) Each employee shall be eligible for a reimbursement of all instructional and laboratory fees. The tuition reimbursement program shall be subject to the following conditions:
 - (1) All courses must be taken during non-scheduled working hours. All class hours of instruction must be filed with the employee's immediate supervisor and with the Labor Relations Manager or designee. Payment for courses at approved institutions is subject to approval by the Labor Relations Manager or designee. Any situation which, in the discretion of the Director of Public Safety, would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.
 - (2) Employees may be granted time off, not to exceed forty-eight (48) hours per calendar year. This time off shall be approved in one (1) hour increments not to exceed four (4) hours in any one (1) calendar day, to attend approved classes upon approval of the Director of Public Safety.
 - (3) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire

amount from the tuition reimbursement the employee is eligible for under this Section.

- (4) The Ohio Fire Academy and institutions offering approved correspondence courses are acceptable for purposes of this Section. Courses must be taken at accredited colleges, universities, technical and business institutes in the State of Ohio or at their established extension centers in the State of Ohio. Approval of institutions and courses shall be obtained from the Labor Relations Manager or designee no more than thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s). Seminars and conferences shall be ineligible for tuition reimbursement.
- (5) No reimbursement will be granted for books, paper, supplies of any nature, transportation, meals, or any other expenses connected with any course except the cost of instructional fees and laboratory fees.
- (6) Reimbursement for tuition will be made after an employee satisfactorily completes a course and presents an official certificate, or his/her grade report or its equivalent, a fee statement, and a receipt of payment or copy of the unpaid bill from the institution.
- (7) Reimbursement will be made to employees for any course credit gained from a credit-by-examination. Reimbursement shall be limited to the actual testing expense.
- (8) Any employee participating in the tuition reimbursement program who resigns must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of separation. If necessary, this amount will be deducted from the employee's terminal leave pay or his/her final paycheck.

SECTION 18. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE.

Employees who have worked for the City for at least twelve (12) months, and have worked for a least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for eligible purposes. The final regulations promulgated in 1994 of the Family Medical Leave Act, as amended, are hereby incorporated as fully rewritten. Further, the City will maintain the practice of computing the twelve (12) month period as a rolling twelve (12) month period measured backward from the date leave is used. Finally, all accrued sick leave, and disability leave if applicable, and vacation, in that order, must be utilized for any FMLA leave taken for any FMLA-qualifying reason. Any paid leave taken shall run concurrently with FMLA.

SECTION 19. EMPLOYEE ALCOHOL AND DRUG TESTING.

Employees will be required to comply with annual drug and alcohol random testing as established by the Director of Human Resources.

SECTION 20. PHYSICAL HEALTH AND FITNESS.

Employees covered under this Ordinance will be required to comply with the standards set forth in the Physical Health and Fitness Policy implemented by the Department of Public Safety. Employees who obtain specified levels of physical health and fitness will be eligible for incentive pay, which is explained below as well as in the Physical Health and Fitness Policy. Employees who pass the Cardio Respiratory Endurance phase of the Physical Fitness Test (PFT), are rated as Level II or Level III in all other phases of the Physical Fitness Test (PFT), and are not in the Body Composition Program, will receive Incentive Pay as follows:

- 1) Employees rated at least Level II in each phase of the PFT will receive incentive pay of \$25.00 per month.
- 2) Employees rated at least Level III in each phase of the PFT will receive incentive pay of \$50.00 per month.
- 3) Employees are eligible to receive only the incentive pay set forth in either (1) or (2) above but not both.

SECTION 21. REPEAL CLAUSE.

That current Ordinance No. 0664-2006, as amended, is hereby repealed with the effective date of this Ordinance No. 2714-2013.

SECTION 22. SEPARABILITY.

Nothing contained in the preceding Fire Management Compensation Plan provisions shall be construed to prevent compliance with any federal law requirements. Should any federal law require the payment of a greater compensation or benefits to City employees than is required under the provisions of this salary ordinance, then in such instance, the federal law provisions will take precedence and the employee shall be paid in accordance with those provisions.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance, for any reason, is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions or sections of this Ordinance. The City Council of the City of Columbus, Ohio, hereby declares that it would have passed this Ordinance, and each section, subsection, paragraph, sentence, clause or phrase thereof, irrespective of

the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases may be declared unconstitutional or invalid.

SECTION 23. DURATION

That for reasons stated in the preamble hereto, which is hereby made a part hereof, this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor or ten (10) days after its passage if the Mayor neither approves or vetoes the same.