

**ORDINANCE NO. 2715-2013**

**POLICE MANAGEMENT COMPENSATION PLAN**

**Amended by:**

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**SECTION 1. SHORT TITLE.**

This Ordinance shall be known as "The Police Management Compensation Plan" and the provisions herein shall be effective January 1, 2014, unless otherwise specified. 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.

**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.**

**Active Service** means being present and able to perform the duties to which an employee has been assigned.

**Calendar Week** means seven (7) consecutive calendar days starting at 12:01 a.m. Sunday and ending at midnight on Saturday.

**Classification** means 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.

**COBRA (Consolidated Omnibus Budget Recovery Act)** means requiring group health continuation coverage to be offered to qualifying covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific qualifying events as defined under COBRA. The premium and allowable administrative costs of COBRA continuation of group health coverage is at the expense of the employee or family member who elects such coverage.

**Continuous Service** means City service uninterrupted by resignation, retirement, or discharge for cause. However, time off duty due to suspension, leave of absence without pay (except military leave or leave due to injury in line of duty), or layoff due to lack of work or funds shall be deducted in computing longevity pay.

**Day** means calendar day unless otherwise specified.

**Demotion** means 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** means only those employees in the classified service of the classifications of Police Deputy Chief, Police Assistant Chief, and Police Chief in the Division of Police. The words employee/employees and officer/officers are synonymous for the purposes of this Ordinance.

**Full-Time Status** means employment which requires active 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 for twenty-six (26) consecutive fourteen (14) calendar day pay periods per year.

**Gender** means every pronoun and corresponding pronouns of different genders or numbers or both, to the extent the context permits.

**Paid Status** means employment by the City in active service or authorized leave with pay.

**Payperiod** means a period of two (2) consecutive calendar weeks.

**Pay Plan** means a schedule of compensation rates established for the classifications of Police Deputy Chief, Police Assistant Chief, and Police Chief in the Division of Police.

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

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

**Resignation** means the voluntary termination of employment of an executive level employee.

**Workday** means an eight (8) hour shift during which an officer is assigned for active duty.

**SECTION 4. EXECUTIVE POLICE PAY PLAN.**

(A) Effective ~~June 13, 2021~~ **May 1, 2022**, the following compensation structure is hereby established as the "Executive Police Pay Plan" and is to be applied to the positions set forth below.

<u>Class Title</u>	<u>Pay Period</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Police Deputy	Hourly (40)	5P	\$60.72	\$75.88	\$91.05
Chief	Annually		\$126,298	\$157,830	\$189,384
Police Assistant	Hourly (40)	6P	\$70.42	\$88.02	\$105.62
Chief	Annually		\$146,474	\$183,082	\$219,690
Police Chief	Hourly (40)	7P	\$81.81	\$102.27	\$122.72
	Annually		\$170,165	\$212,722	\$255,258

- (1) The hourly rates set forth above are based on a forty (40) hour workweek and shall be used to calculate salaries for hours actually worked or in paid status.
- (2) The City Auditor is authorized and directed to make retroactive payment of wages for the positions of Police Chief, Police Assistant Chief, and Police Deputy 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) The entire employee contribution shall be paid by the employee.
- (2) The provisions of this Section shall apply uniformly to all employees, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Fund, report that each employee's contribution has been made as provided by statute.
- (3) 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, the 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.

- (4) For purposes of this Section, 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. However, it shall not include monies paid as and for maintenance allowance as provided in Section 5(D) of this Ordinance.

**SECTION 5. 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 Police uniformed classifications:

<b><u>ORDINANCE SECTION</u></b>	<b><u>JOB CODE</u></b>	<b><u>CLASS TITLE</u></b>	<b><u>PAY RANGE</u></b>
P265	3062	Police Deputy Chief	5P
P257	3058	Police Assistant Chief	6P
P248	3061	Police Chief	7P

**SECTION 6. ADMINISTRATION OF PAY PLAN.**

In addition to the compensation provided in Section 4 of this Ordinance, additional allowances are provided as follows:

- (A) The City shall furnish uniforms and equipment to all employees, at no cost to the employee and will continue to furnish all other clothing and equipment traditionally furnished or as required by the Division for an employee's assignment.
- (B) Clothing Allowance. During the first payperiod of each year, employees shall be paid a clothing allowance of \$1,200.
- (C) Longevity Pay.
  - (1) Employees shall receive, in addition to other pay called for herein, an annual service credit payment based on completed years of service according to the following tables:

**Police Deputy Chief**

6 through 12 years	\$1,900
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13 through 18 years	\$2,000
19 through 24 years	\$2,100
25 or more years	\$2,300

**Police Assistant Chief**

6 through 12 years	\$1,900
13 through 18 years	\$2,000
19 through 24 years	\$2,100
25 or more years	\$2,300

**Police Chief**

6 through 12 years	\$2,100
13 through 18 years	\$2,200
19 through 24 years	\$2,300
25 or more years	\$2,500

- (2) The longevity payment shall be made, in accordance with the above schedule, in a separate lump sum payment during the first pay period of June of each year but no later than June 15 of each year. Payment shall be based upon total years of service as an officer in the Columbus Division of Police as of the first day of the first pay period in June.
  - (3) Upon separation for any reason, employees who are eligible for longevity pay under this Subsection (E) (or in the event of death, the surviving spouse or, secondarily, to the estate in the event there is no surviving spouse) will be paid as part of their terminal pay, the final partial year of longevity credit pay, pro-rated to the number of pay periods completed in paid status during said partial year since the employee's last payment date.
  - (4) For the purposes of this Subsection (E), total years of service shall include approved military leave.
- (D) Purchase of Service Revolvers. An employee who honorably retires from active duty may purchase his/her service handgun from the Division of Police and shall be entitled to receive a badge signifying the employee's retired status. The cost of the service handgun shall be \$1.00. An employee who retires, is reinstated, and retires a second time shall not be eligible to purchase his/her second service handgun nor be entitled to receive a second badge.

If an employee is marked-off for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service



handgun and/or badge, unless the employee provides the Division of Police with a statement within ninety (90) days of the employee's retirement from a psychiatrist or licensed psychologist that the employee is competent to receive his/her service handgun and/or badge. If such a statement is provided to the Division within ninety (90) days of the employee's retirement, the employee shall be given the opportunity to purchase his/her service handgun and/or shall receive his/her badge.

In the event that an employee retires in a dishonorable status due to a pending administrative investigation, the employee's badge and gun will not be released. However, at the conclusion of said investigation, the Police Chief, with the concurrence of the Director of Public Safety, will make a final determination as to whether the badge and gun will be permanently withheld.

(E) Professional Time.

- (1) Each January, each employee shall receive fifty (50) hours of professional time. In the event an individual is appointed or promoted to the classifications of Police Deputy Chief, Police Assistant Chief, or Police Chief after January 1 of a given year, the employee 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 last pay period that ends in the month of December shall be paid to the employee at the employee's hourly rate in effect at that time. Such payment will be made within a reasonable period following said pay period.
- (4) Upon termination for any reason, an employee will be paid, as part of his/her terminal pay, for all unused professional time hours at the employee's hourly rate of pay in effect at time of termination. In the event of death, payment will be made to the surviving spouse, or, secondarily, to the estate if there is no surviving spouse.

(F) COVID-19 Vaccine Incentive.

The City shall provide every full-time and non-temporary/non-seasonal part-time employee of the Police Management Compensation Plan \$500.00, less applicable withholdings, for being fully vaccinated against COVID-19 on or before December 1, 2021.

To receive the vaccine incentive, employees must demonstrate the receipt of the vaccine by providing a copy of the original CDC COVID-19 Vaccination Record Card demonstrating receipt of one (1) dose of the Johnson & Johnson/Janssen vaccine or two (2) doses of the Pfizer-BioNTech or Moderna vaccines; and

- (1) The COVID-19 Vaccination Record Card will be kept in the employee's medical file (separate from the personnel file); and
- (2) The provision of the copy of the COVID-19 Vaccination Record Card by the employee to Human Resources is considered the employee's affirmation that the copy is a true representation of the original and that the employee did receive the vaccination.

#### **SECTION 7. SALARY ADMINISTRATION.**

Employees covered by this Ordinance shall be paid at the rate established in Section 4(A) of this Ordinance.

- (A) Salaries shall be set for the Police Chief, Police Assistant Chief, and Police Deputy 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 Police 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 Ranges 7P, 6P, and 5P 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/her layoff.
  - (4) Return from Military Leave. Whenever an employee returns from military leave, he/she shall be restored in 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 Police Assistant Chief or Police Deputy Chief is required to perform the duties of the Police Chief for eight (8) or more consecutive hours, he/she shall be paid at the wage rate of the Police Chief for all hours during which he/she performs such duties.

## **SECTION 8. INSURANCE.**

- (A) Health Insurance. The City shall continue to provide comprehensive major medical, dental, vision care, life insurance and prescription drug benefits for all full-time employees as are now in effect, with modifications as detailed below, for both the employee and family coverage. Employees shall become eligible for such benefits on the first of the month following their hire date. If hired on the first day of the first month, the employee's coverage will begin immediately. 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. Deductibles, Out-of-Pocket Maximums and visit limits will fully reset on January 1<sup>st</sup> of each year.
- (2) If a preferred provider is not used, coinsurance will be reduced to sixty/forty percent (60/40%) of one hundred forty percent (140%) of the published reimbursement rates allowed by Medicare and subject to the single and family deductibles and out-of-pocket maximums listed in Appendix F. Any network modifications made by the plan administrator will apply.
- Deductibles, Out-of-Pocket Maximums and visit limits will fully reset on January 1<sup>st</sup> of each year.
- (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.

The Healthcare Plan will require "medical necessity" for all services.

- (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 Sections 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.

In addition to the preventive services provided for under the ACA, the City shall maintain preventive coverage and limits for the following services:

- a) Provide coverage for an annual (one (1) per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over.
  - b) For men age 40 and over, an annual (one per calendar year) PSA blood test will be covered.
  - c) Provide coverage for one (1) baseline mammogram for women 35-39 years old.
- (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.

(C) Prescription Drugs. The City will provide a prescription drug coverage plan that provides for the use of a formulary, step therapy, quantity level limits, exclusions and prior authorization.

(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).

(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 may be obtained through the mail order program. The original prescription with no refills may be purchased locally and subsequent refills may 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) The City's prescription drug coverage plan will include the following clinical programs:
- (a) **Formulary.**  
Tier changes to the formulary will happen once per year, customarily in January.
  - (b) **Exclusions.**  
Under the exclusion program prescription drugs may be excluded from the formulary only if an equivalent generic or therapeutically equivalent prescription drug remains available on the formulary or over-the-counter.
  - (c) **Prior Authorization.**  
Prior authorization (PA) requires your doctor to explain why you are taking a medication to determine if it will be covered under the pharmacy benefit.
  - (d) **Step Therapy.**  
Trial of a lower cost drug before a higher cost drug is covered.
  - (e) **Specialty Pharmacy.**

The City's Pharmacy Benefits Manager (PBM) will determine which drugs are included in any or all of these clinical programs and the applicable quantity level limits subject to the restrictions noted above.

(4) **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.

(5) 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.

(6) 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) High Deductible Health Plan/Health Savings Account Design Option.

Effective for the plan year beginning January 1, 2023, the City shall offer a non-mandatory HDHP to all benefit eligible employees. The plan will be based on the medical plan coverage design, except as follows:

Benefit Deductible	Single	Family
In-Network	\$1500	\$3000

Non-Network	\$3000	\$6000
Out of Pocket Maximum		
In-Network	\$3000	\$6000
Non-Network	\$6000	\$9000

If more than one person in a family is covered under the policy, the single deductible and out-of-pocket limit does not apply. The HDHP has a combined Medical and Pharmacy Deductible and Out of Pocket Maximum and the Out-of-Pocket Maximum includes Deductible and Coinsurance for both Medical and Pharmacy Claims. After the deductible is met, both Medical and Pharmacy claims are paid at the coinsurance level until the Out of Pocket Maximum is met.

During each plan year, the annual deductibles and out-of-pocket maximums will be increased if and to the extent necessary to maintain the option's status as a high deductible health plan under the Internal Revenue Code.

For each employee that elects HDHP coverage the City shall contribute into an employee established health savings account at a financial institution chosen by the City and contribute five hundred dollars (\$500.00) for single coverage and one thousand dollars (\$1,000.00) for family coverage in 2023.

In 2024, the City contributions will be made on a semi-annual basis in January and July in the amount of three hundred dollars (\$300.00) for single coverage and six hundred dollars (\$600.00) for family coverage.

For those employees who do not elect coverage under the HDHP, there will be no health savings account contribution from the City.

(E) 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 dental PPO shall be available to employees which allow voluntary selection of a participating network provider which will result in no-balance billing over reasonable charges. All existing coinsurance levels and exclusions continue to apply.

(5) The following preventative dental services are paid at 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 –in any calendar year, January 1 through December 31.

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

(1) In-Network Plan

Copayments:

Eye Examination \$5.00

Lenses \$12.50

Contact Lenses Fit and Follow-Up Examination Up to \$40.00

Contact Lens Allowance

\$150.00

Retail Frame Allowance

\$150.00

Polycarbonate Lenses Covered in

Full

Contact Lenses in place of all other plan benefits for the benefit period

Cosmetic (elective)

\$150.00 plus exam

Medically Necessary

Covered in full

(2) Out-of-Network Plan Reimbursement Schedule

Eye Examination up to \$35.00

Frames up to \$35.00

Single Vision up to \$35.00

Bifocals up to \$50.00

Trifocals up to \$60.00

Lenticular up to \$90.00

Contact Lenses

Cosmetic (elective) \$90.00

Medically Necessary \$210.00

(G) Life Insurance. The City shall maintain term life insurance in the amount of one and a half times the employee's annual salary in effect at the time of death for all full-time employees less than sixty-five (65) years of age, not to exceed two hundred thousand dollars (\$200,000). Full-time employees, sixty-five (65) to seventy (70) years of age shall receive term life insurance in the amount of sixty-five percent (65%) of one and a half times the employee's annual salary in effect at the time of death not to exceed sixty-five thousand dollars (\$65,000). Full-time employees seventy (70) years of age and over shall receive term life insurance in the amount of thirty-nine percent (39%) of one and a half times the employee's annual salary in effect at the time of death not to exceed thirty-nine thousand dollars (\$39,000).

Employees who have health insurance from other sources may elect to purchase life insurance coverage only, and shall pay a monthly premium of five dollars and fifty cents (\$5.50) for such life insurance coverage. Employees are eligible to purchase additional life insurance through a program established by the Department of Human Resources. Upon termination, employees would be eligible to continue life insurance coverage at the market rate at their own expense.

(H) Eligibility. Eligibility for enrolling new employees for health insurance, dental insurance, vision care, prescription drug and 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, unless hired on the first of the month coverage is effective immediately.

(1) Full-time employees may waive coverage in the employee insurance programs during the annual Open Enrollment period. Once the waiver is executed, the employee must wait until the next annual Open Enrollment period 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, prescription drug, dental, and vision. The employee's share of the cost of the medical and prescription insurance will be thirty percent (30%) 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 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.

For purposes of this paragraph (F) (2), "hours" counted toward part-time eligibility will include hours worked, Paid Time Off, Personal

Business Day, Injury Leave, Workers' Compensation, Military Leave, and FMLA.

- (I) Premium Contribution. 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 payments current. If at the conclusion of the ninety (90) day period as specified in the previous paragraph, the premium 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.

- (J) Tobacco Surcharge. If an employee hired on or after January 1, 2018 who participates in the City's insurance program uses tobacco, the employee will be charged a twenty-five dollar (\$25.00) per month surcharge.

- (K) Employees are eligible to pre-tax insurance premium contributions.

The City will continue to maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health 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.

- (L) The City may afford employees the opportunity to participate in a voluntary pre-paid legal services plan payable through payroll deduction.

- (M) Cancer Advocacy.

The City shall engage a cancer treatment advocate effective plan year 2022. The cancer advocacy program supports employees and family members with the diagnosis of cancer.

- (N) 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 plan summaries, booklets, certificates 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.

(O) 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 January 1, 2018



## **SECTION 9. LEGAL HOLIDAYS.**

- (A) Holidays. The following are designated as paid holidays for employees:

New Year's Day, January 1  
Martin Luther King Day, the third Monday in January  
Washington's Birthday, the third Monday in February  
Peace Officers Memorial Day, May 15  
Memorial Day, the last Monday in May  
Juneteenth, June 19  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25  
Employee's Birthday  
Any special holiday proclaimed by the Mayor

- (B) Holiday Time Off. For each holiday observed on an employee's workday, said employee shall work that holiday unless he/she requests and is granted the day off by the Public Safety Director through the use of paid leave provided, however, that Executive Time cannot be used on holidays.
- (C) Holiday Payment. An employee shall be compensated an additional eight (8) hours for each of the holidays specified in Subsection (A) of this Section 8 for which he/she was in paid status and holiday leave was not used. Payment shall be made in one (1) lump sum installment. Payment will be made after December 31 each year but before January 31 of the next year.
- (D) Hourly Rate for Holiday Payment. The wage rate to be used to calculate the lump sum payment shall be the regular hourly rate earned by the employee during the pay period preceding the date of payment.
- (E) Prorated Payment for Holidays. Upon termination for any reason, employees who are eligible for holiday payment will be paid as part of their terminal pay, the final partial year holiday pay on a prorated pay basis. Prorated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of the holiday.
- (F) Celebration Day for Holidays. For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday.
- (G) Birthday Holiday. If an employee's birthday falls on the day celebrated as another of the holidays mentioned in Subsection (A) of this Section 8, the

employee shall be granted and compensated for one (1) additional holiday for his birthday.

- (H) Use of Holiday Leave. An employee may use holiday leave on the day the holiday is celebrated or on any day thereafter until the end of the fiscal year.

#### **SECTION 10. PAY FOR UNUSED COMPENSATORY TIME.**

Any compensatory time on account for an employee entering the jurisdiction of this MCP shall be paid upon appointment to the classifications of Police Chief, Police Assistant Chief, or Police Deputy 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 11. SPECIAL LEAVE WITH PAY.**

- (A) Military Leave with Pay.

- (1) **Military Leave of Twenty-Two Days or Less.** Employees who serve in the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, 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 (defined as "military duty"), shall be granted military leave of absence without loss of pay for a period or periods not to exceed twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours during each payroll year when an employee is ordered to active duty, when an employee is ordered to military training exercises conducted in the field, when an employee fulfills his unit training assembly requirements, and/or when the Governor of the State of Ohio or the President of the United States declares that a state of emergency exists, and the employee is ordered to active duty for purposes of that emergency.

An employee's regular wages shall be paid for the period or periods of time so served without deduction or offset for whatever amount such employee may receive as military base pay.

- (2) **Military Leave In Excess of Twenty-Two Days.**
  - (a) Where it is to the advantage of the City and on the approval of the Chief of Police, military leave of up to fifteen (15) additional eight (8) hour days (or one hundred twenty (120)

hours) may be granted annually, provided that the employee is to be paid his/her regular wages for the time so served, less one (1) day military base pay for each day he/she would otherwise have been scheduled to work for the City while on military duty.

(b) If paragraph (2)(a) above is not applicable, where an employee is called to military duty for a period or periods in excess of twenty-two (22) eight (8) hour workdays (or one hundred seventy-six (176) hours) in any one (1) calendar year, because of an executive order issued by the President of the United States or an act of Congress during the period designated in the order or act, the employee is entitled to a military leave of absence and is to be paid during each additional twenty-two (22) eight (8) hour workdays (or one hundred seventy-six (176) hours), the lesser of the following: (1) The difference between the employee's regular wages and the sum of the employee's gross uniformed pay and allowances received, or (2) five hundred dollars (\$500). The payment of this military leave is limited to only the initial year of the order should the leave of absence for active duty continue for more than one (1) year.

(3) Use of Vacation Leave. Instead of or in addition to the paid military leave provided by paragraph (A)(2) above, an employee may, at his/her option, use vacation leave when ordered to military duty where the provisions of paragraph (A)(1) above are not applicable.

(B) Military Leave Without Pay. An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Such leave of absence shall be governed by the following principles:

(1) An eligible employee shall retain the rank, pay step, and seniority applicable to the employee at the time of enlistment, induction, or call into the active service of the Armed Forces of the United States of America, or any branch thereof.

(2) Any employee who has entered the service as stated above, upon an honorable discharge or a discharge with honorable conditions from the service and establishment of the fact that the employee's physical and mental condition has not been impaired to the extent of rendering the employee incompetent to perform the duties of the position, shall be returned to the position the employee held immediately prior to the employee's enlistment or induction into the service or to a position of equal rank and grade. Such employee

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 an employee 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) Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
  - (5) Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one voluntary enlistment.
- (C) Special Leave. In addition to other leaves authorized herein, the Public Safety Director may authorize special leave of absence with or without pay according to Civil Service Rules or City Council ordinance for purposes beneficial to the employee and the City.
- (D) Jury Duty Leave. An employee, while serving upon a jury in any court of record in Franklin County or adjoining counties of Delaware, Licking, Fairfield, Pickaway, Madison, or Union shall be paid his/her regular salary for each of his/her workdays during the period of time so served. Upon receipt of payment for jury service, the employee shall submit jury fees to the Administrative Deputy Chief who will then deposit such funds with the City Treasurer. Time so served shall be deemed active and continuous service for all purposes.
- (E) Court Leave. Time off with pay shall be allowed employees who are required to attend any court of record as a witness for the City of Columbus in civil matters. Upon receipt of payment for witness service, the employee shall submit witness fees to the Administrative Deputy Chief who will then deposit such funds with the City Treasurer.
- (F) Paid Parental Leave (PPL). Full-time City employees in classifications listed in Section 5 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.
- (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 11(C) 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 11(F)(3)(b) of this Ordinance.

(G) Paid Caregiver Leave (PCL). Full-time City employees in classifications listed in Section 5 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.
- (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 15 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 11(G)(4)(b) of this Ordinance.

**SECTION 12. VACATION LEAVE.**

- (A) Vacation Year. The vacation year for employees shall end at the close of business on the last day of the first pay period that begins in the month of January.
- (B) Conditions for Accrual. Each employee shall accrue vacation leave by pay period based on years of total service which is established in the schedules contained in Subsection (C) of this Section 12. Years of total service is defined to be the total of all periods of employment for the City of Columbus. Any periods of interruption of service due to resignation, layoff, or discharge for cause will not be included in the computation of total service. Time in unpaid status shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period in which a year of service is completed.
- (C) Accrual Schedule for Vacation. The following vacation accrual schedule is established:

<u>Years of Total Service</u>	<u>Vacation Hours Per Year</u>	<u>Vacation Hours Per Pay Period</u>
3 yrs but less than 6 yrs	188 hrs	7.231 hrs
6 yrs but less than 14 yrs	244 hrs	9.385 hrs
14 yrs but less than 20 yrs	268 hrs	10.308 hrs
20 or more yrs	292 hrs	11.231 hrs.

At the discretion of the Public Safety Director and the approval of the Human Resources Director, individuals permanently appointed to the classifications of Police Chief and Police Assistant Chief may receive vacation accrual at any amount as shown in the preceding table in this Subsection (C), not to exceed the maximum vacation hours per year.

- (D) Maximum Accrual of Vacation. Any vacation balance in excess of the maximum number of hours established in this Subsection (D) shall become void as of the close of business on the last day of the first pay period that begins in the month of January.

<u>Years of Total Service</u>	<u>Maximum Accrual of Vacation Hours</u>
3 yrs but less than 6 yrs	564 hrs
6 yrs but less than 14 yrs	732 hrs
14 yrs but less than 20 yrs	804 hrs
20 or more yrs	876 hrs

- (E) Additional Considerations.

- (1) At the end of each vacation year, an employee shall be paid for any vacation balances in excess of the maximums fixed by this Section 12 upon certification by the Public Safety Director to the City Auditor and the Civil Service Commission, and the approval by the City Council that, due to emergency work requirements, it is not in the best interest of the City to permit an employee to take vacation leave which would otherwise be forfeited as provided in Subsection (D) of this Section 12.
- (2) To be eligible for vacation accrual, an employee must be in paid status for a minimum of seventy-two (72) hours within that pay period, except for military leave.



- (3) An employee who is to be separated through 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 active 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 set forth in Subsection (D) of this Section 12. Such payment for employees who retire shall be permitted to exceed the maximum accrual in Subsection (D) of this Section 12 only to the extent that the employee's vacation leave account at the time of retirement exceeds the maximum accrual as a result of vacation time earned in the employee's last "vacation year" as that term is defined in Subsection (A) of this Section 12. Vacation balances over the maximum accrual of less than one (1) full hour shall not be paid.
- (4) 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, secondarily, to the estate of the deceased in the event there is no surviving spouse.
- (5) All vacation leaves shall be taken at such time or times at the discretion of and as may be approved by the Public Safety Director. Vacations should be scheduled as a normal procedure each year for not less than the vacation earned in the previous year, preferably at one time and considering the maximum vacation time which may be accumulated.
- (6) Vacation leaves may be taken in multiples of one (1) hour.

### **SECTION 13. INJURY LEAVE WITH PAY.**

- (A) All employees shall immediately report each injury believed to be service-connected to their immediate or acting supervisor. The employee shall complete and submit the City of Columbus accident report to the Division's Human Resources representative within forty-eight (48) hours. If the employee is physically unable to comply with the forty-eight (48) hour deadline, the employee's immediate or acting supervisor will complete the accident report on the employee's behalf, and forward to the Division's Human Resources representative and the Division's Safety Officer. Failure to follow the reporting procedure may result in discipline.

The employee's obligation to report his/her injury under this section is not a condition precedent to being eligible for or receiving injury leave.

Whenever an employee is required to stop working because of an injury or other service connected disability, the employee shall be paid for the remaining hours of that day, or shift, at the employee's regular rate and such time shall not be charged to leave of any kind.

(B) Requirements for Receiving Injury Leave. All employees shall be allowed Injury leave with pay not to exceed one hundred eighty (180) days upon verification of the following:

(1) An order of the BWC, Industrial Commission or court allowing the workers' compensation claim for the conditions disabling the employee per MEDCO 14 or equivalent presented by the approved medical provider and the City has not appealed the claim allowance; and

(2) A BWC approved medical provider of the employee's choosing determines that the employee is temporary and totally disabled; and

(3) The employee submits a MEDCO 14 or equivalent issued by the employee's BWC approved medical provider of record to the Division's Human Resources representative. Injury leave will continue to be paid as long as it is supported by MEDCO 14 or equivalent from the employee's BWC approved medical provider.

(C) Return to Work. No employee on injury leave shall be returned to work without written approval of the employee's BWC approved medical provider.

(D) Continued Contact with Department and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the Division's Human Resources representative or designee during the period of time the employee is injured. This requirement may be modified in writing by the Division's Human Resources Representative or designee for extended leaves. An employee shall notify the Division's Human Resources representative or designee at least seven (7) days before the expected return to work date to confirm that date.

(E) Employees receiving injury leave shall not:

(1) Engage in any outside activity inconsistent with restrictions or medical advice or that adversely affects the employee's recovery, as established by the employee's BWC approved medical provider; or

(2) Knowingly make a false or misleading statement, or alter, falsify, destroy or conceal any document in order to receive injury leave.

Violation of this section may result in discipline.

- (F) Termination of Benefits. Injury leave will terminate:
- (1) When the employee's BWC approved medical provider releases the employee back to work or for transitional duty; or
  - (2) For duty hours during which the employee is incarcerated; or
  - (3) When Temporary Total benefits under the employee's workers' compensation claim are denied by the BWC or Industrial Commission; or
  - (4) When the Industrial Commission or the employee's BWC approved medical provider determines the employee is no longer entitled to Temporary Total benefits because the employee has reached Maximum Medical Improvement, unless such benefits are reinstated following an appeal to court; or
  - (5) If the employee is disqualified from workers' compensation benefits; or
  - (6) If the employee accepts workers' compensation Temporary Total disability benefits; or
  - (7) When an employee is provided an opportunity to perform transitional duties within the restrictions provided by the employee's BWC approved medical provider and refuses.

No Injury leave time will be restored to an employee who has separated from City service.

- (G) Injury leave found to be paid in error due to the employee's return to work, medical evidence of ability to return to work, employee's refusal to return to work in a transitional duty assignment approved by the employee's BWC approved medical provider, or the fraudulent receipt of injury leave while performing work outside employment shall be promptly repaid to the City.

The 180 days of injury leave will be paid through the end of the fifth calendar year following the original date of injury or diagnosis as determined by the BWC.

- (H) Claims for certain occupational disease:

- (1) Cardiac disabilities shall be presumed to be service-connected injuries.
  - (2) Respiratory and pulmonary disabilities shall be considered on a case by case basis for determination of whether or not they are service-connected injuries.
- (I) Leave Pending Decision. Pending a decision on the allowance of the employee's workers' compensation claim, an injured employee may be carried on personal sick leave with pay which shall be restored to the employee's credit upon certification by the Director of Human Resources or designee, that injury leave has been approved; except that when an employee is injured, and the Fire Chief 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 Human Resources or designee, that the conditions of Section (B) have been satisfied. 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 Director of Human Resources 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 treatments resulting from an on-the-job injury.
- (J) Additional Injury Leave. If an employee is unable to return to regular duty after exhausting his/her available injury leave due to a serious medical condition or complication relating to the injury, the employee may apply for up to one hundred eighty (180) calendar days of additional injury leave and this application shall be considered on a case-by-case basis by the City. This additional injury leave shall be granted if supported by appropriate medical documentation of the serious medical condition or complication and the employee, during the period of initial injury leave, has followed prescribed medical treatment.

**SECTION 14. SICK LEAVE WITH PAY.**

(A) Sick Leave Accrual.

- (1) An employee shall accrue sick leave with pay of 4.616 hours for each completed pay period. No sick leave credit shall accrue for any such pay period in which such employee is off duty and not in paid status more than eight (8) hours of regularly scheduled work. Additionally, if an employee is separated from employment and owes the City sick leave, the employee shall be required to pay back to the City any sick leave taken that has not been earned. No unearned sick leave may be granted to any employee except as provided herein.
- (2) Sick leave pay shall be cumulative. Sick leave may be approved in multiples of one-tenth (1/10) of an hour.
- (3) No sick leave with pay shall accrue except for service as an employee of the City of Columbus, except that an employee who has been employed by the State of Ohio, or any political subdivision thereof, shall be credited with any certified, unused balance of accumulated sick leave earned in such service, provided employment with the City occurs within ten (10) years after leaving the employee's prior position. Such unused sick leave balance shall be subject to all provisions of this Section, with the exception that such unused sick leave shall not be eligible for payment as described in Subsection (C) herein, nor shall it be eligible for conversion as described in Subsection (D) herein.

(B) Use of Sick Leave.

- (1) Sick leave with pay shall be granted only for the following reasons:
  - (a) Sickness of the employee.
  - (b) Injury to the employee which is not subject to the provisions of Section 13, Injury Leave.
  - (c) Medical, dental, or optical consultation or treatment of the employee.
  - (d) Sickness of a member of the immediately family. Employees shall be granted not more than five (5) workdays in any calendar year for sickness in the immediate family. The Public Safety Director shall require a certificate of the attending physician before paying any employee under this Paragraph. In special cases where the Public Safety

Director deems that more than five (5) workdays are necessary, the Director shall grant such leave.

- (e) Quarantine of an employee because of exposure to a contagious disease. The Public Safety Director shall require a certificate of the attending physician before paying any employee under this Paragraph.
  - (f) Any employee scheduled to work on a holiday as designated in Section 9 of this Ordinance who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.
  - (g) 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 Public Safety Director, use any paid leave to which he/she is entitled.
  - (h) In the event of death in the immediate family, each employee shall be entitled to up to five (5) workdays for a funeral service and/or interment.
  - (i) The immediate family shall include: spouse, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half brother, and half sister and persons who stand in loco parentis. [Note: This definition does not apply to the Family and Medical Leave Act.]
- (2) Beginning with the seventh time and each time thereafter an employee is granted sick leave with pay in any calendar year, the first two (2) workdays of each such leave shall be without pay, except as follows:
- (a) Such absence may, with the approval of the Public Safety Director, be charged to any other paid leave to which the employee is entitled.
  - (b) Intermittent periods of sick leave for the same illness or injury, certified to by the Public Safety Director as necessary, shall be counted as one absence if they occur during a

period not to exceed thirty (30) days from the date the employee returns to work.

(c) Death in the immediate family.

- (3) The Chief of Police or the Public Safety Director may require evidence as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested.
- (4) Sick leave with pay shall be charged at the rate of one-tenth (1/10) hour for each one-tenth (1/10) hour of regularly scheduled work from which an employee is absent, when sick leave is chargeable to such absence under the provisions of this Section 14.
- (5) Pregnancy-related disabilities shall be treated as any other non-work-related disability.
- (6) Any leave which is granted under this Section 14 for reasons permissible under an FMLA leave as provided in Section 15 shall be charged as an FMLA leave for recordkeeping purposes and shall count toward the twelve (12) week per year limitation for the length of an FMLA leave. The provisions of this Section permit the continuation of permitting an employee to take additional leave in appropriate circumstances to preserve his/her active employment status with the City.

(C) Payment Upon Separation or Death. An employee who is to be separated from the City service through discharge, resignation, retirement, or layoff, may, if he/she so desires, be paid in a lump sum (less applicable withholding and any amounts owed by the employee to the City) 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 1,000 hours; one hour of pay for each three (3) hours of unused sick leave to his/her credit for all accruals in excess of 1,000 hours up to and including 2,000 hours; and one (1) hour of pay for each hour for all accruals in excess of 2,000 hours. Such payment shall be paid at the employee's hourly rate of pay at time of separation.

No reimbursement shall be made to any employee with less than one hundred ninety-two (192) hours accrued sick leave credit, except that, when an employee dies while in paid status, all unused sick leave to his/her credit shall be paid in a lump sum (less applicable withholding and any amounts owed by the employee to the City) to the surviving spouse or, secondarily, to the estate of the deceased, at the rates provided in this Subsection (C).

- (D) Conversion of Sick Leave. Each employee may during the month of January convert sick time to vacation time subject to the following conditions.
- (1) An employee must convert in eight (8) hour increments.
  - (2) Each January an employee may convert no more than fifty-six (56) hours of sick time.
  - (3) Sick time shall be converted at a rate of one (1) hour of sick time for one (1) hour of vacation time.
  - (4) Once the sick time has been converted to vacation time it shall not be converted back to sick time.
- (E) All employees employed for at least one (1) year as of January 1 of each year, shall be entitled to the following sick leave incentive program: employees who use no more than eight (8) hours of sick leave (other than for death in the immediate family) during the 26 pay periods (27 pay periods in payroll years with 27 pay periods), ending with the last day of the final pay period of the payroll year, shall have sixteen (16) hours of additional vacation leave credited to their vacation leave account in the first pay period starting in the month of February of the following year, subject to the maximum vacation accrual balances set forth in Subsection (D) of Section 12 of this Ordinance.

**SECTION 15. 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 16. TUITION REIMBURSEMENT.**

- (A) Reimbursement Program. Each employee who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him/her. The tuition reimbursement program shall be subject to the following conditions:



- (1) All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police or his/her designee. All courses are subject to approval by the Human Resources Director or designee. There must be a correlation between the employee's duties and responsibilities and the courses taken. Approval for Internet courses will be reviewed on a case-by-case basis by the Human Resources Director or designee pursuant to this Section. All scheduled times of courses must be approved by the Public Safety Director. Any situation which, in the discretion of the Public Safety Director, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (2) 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 have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Paragraph. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.
- (3) Only those institutions approved by the Human Resources Director or designee shall establish eligibility of the employee to receive reimbursement for tuition. Additional institutions can be approved by forwarding an application for reimbursement to the Human Resources Director or designee. Applications for approval of institutions and courses must be made to the Human Resources Director or designee not more than thirty (30) days or less than ten (10) days prior to enrollment.
- (4) Reimbursement for tuition will be made when the employee satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Director of Human Resources or designee. The employee must submit this documentation within four (4) weeks of the course completion, unless unable to do so through no fault of their own.
- (5) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition and fees required for the course as outlined in Paragraph (4).

- (6) Any employee participating for the first time in the tuition reimbursement program on or after October 1, 1981, will be required to stay with the City for two (2) years following the completion of his/her course work. Any employee participating for the first time in the tuition reimbursement program or in the pursuit of a new degree program on or after December 13, 1987 will be required to stay with the City for the two (2) years following completion of his/her course work, unless the employee receives a Master's Degree or Doctor of Philosophy or Juris Doctor.

For a Master's Degree an employee must stay three (3) years, and for a Doctor of Philosophy or Juris Doctor an employee must stay four (4) years following completion of his/her course work.

If the employee resigns or retires or is discharged for cause prior to the completion of the years set out in this Paragraph (6), the employee must repay the tuition reimbursement paid by the City for courses taken within that period of time. If necessary, this amount will be deducted from the employee's final paycheck.

- (7) The Human Resources Director or designee is responsible for establishing rules, devising forms, and keeping records for the program.
- (B) No employee on an authorized unpaid leave of absence or injury leave shall be eligible to apply for tuition reimbursement under this Section 15 unless that employee will be able to return from leave no later than the date the course commences. However, employees on injury leave who had a course approved by the Human Resources Director or designee prior to being injured may apply for tuition reimbursement for that course.

#### **SECTION 17. 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 18. PHYSICAL HEALTH AND FITNESS.**

- (A) Employees covered by this Ordinance will be required to participate in the Physical Health and Fitness Program implemented by the Department of Public Safety.
- (B) Employees who are rated at least Level I in all phases of the PFT will receive an incentive of one hundred fifty dollars (\$150.00) for the current year.

- (C) Employees who are rated at least Level II in all phases of the PFT will receive an incentive of three hundred dollars (\$300.00) for the current year.
- (D) Employees who are rated at least Level III in all phases of the PFT will receive an incentive of six hundred dollars (\$600.00) for the current year.
- (E) Employees who obtain specified levels of physical health and fitness will be eligible to wear a physical fitness ribbon on the uniform to recognize superior fitness levels.

**SECTION 19. REPEAL CLAUSE.**

Existing Ordinance No. 0676-2006, as amended, is hereby repealed with the effective date of this Ordinance No. 2715-2013.

**SECTION 20. SEPARABILITY.**

Nothing contained in the preceding provisions of this Ordinance shall be construed to prevent compliance with any federal law requirements. Should any federal law require the payment of greater compensation or benefits to City employees than is required under the provisions of this Ordinance, then in such instance the federal law provisions will take precedence and the City employees 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 21. DURATION**

That for reasons stated in the preamble hereto, which is hereby made a part hereof, this Ordinance shall be 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 days after its passage if the Mayor neither approves nor vetoes the same.