

**Attachment to Ordinance #0754-2012  
Amending Management Compensation Plan (MCP) #1150-2007,  
as amended**

**Section 1.** To amend Section 5(E) of Ordinance No. 1150-2007, as amended, by enacting Section 5(E)-C070 as follows:

<b>Ord. Sec.</b>	<b>Job Code</b>	<b>Class Title</b>	<b>Grade</b>
5(E)-C070	0833	Chief of Staff to the City Council President (U)	96

**Section 2.** To amend Section 5(D) of Ordinance No. 1150-2007, as amended, by amending Section 5(D)-S013 as follows:

<b>Ord. Sec.</b>	<b>Job Code</b>	<b>Class Title</b>	<b>Grade</b>
5(D)-S013	1718	Safety Manager	91

**Section 3.** To amend Section 10(F) of Ordinance No. 1150-2007, as amended, to read as follows:

- (F) Personal Business Day.
- (1) Full-time employees in the classified and unclassified service, except for **Elected Officials, Directors and unclassified Deputy Directors and Department Assistant Directors**, shall receive two eight (8) hour personal business days each vacation year, upon reasonable notice to and approval by their Appointing Authorities or designee.
  - (2) Part-time regular employees in the classified and unclassified services shall receive two (2) four (4) hour personal business days each vacation year, upon reasonable notice to and approval by their Appointing Authorities or designees.
  - (3) The personal business days are available to employees who have personal business matters to attend to, and cannot do that business outside of regular working hours.
  - (4) The personal business days may not be used in increments, but must be taken in eight (8) hour increments (or four (4) hour increments for part-time employees). The days must be used during the vacation year and may not be carried over from year to year. The personal business days will not be subject to buy-back or cashing in at the end of the vacation year.

**Section 4.** To amend Section 12(H) of Ordinance No. 1150-2007, as amended, to read as follows:

- (H) Vacation Leave for Certain City Officials. ~~Effective with the passage of this Ordinance and notwithstanding~~ the other provisions of Section 12, Elected Officials, Department Directors, and employees classified as:

Executive Assistant to the Mayor (U)  
Deputy Chief of Staff (U)  
Senior Executive Assistant (U)  
Department Assistant Director (U),  
Assistant Director (Asset Management) (U)  
Assistant Director (Building Regulations and Compliance) (U)  
Assistant Director (Jobs and Economic Development) (U)  
Assistant Director (Regulatory Compliance) (U)  
Community Relations Commission Executive Director (U)  
Equal Business Opportunity Commission Executive Director (U)  
Department Deputy Director (U)  
Department Deputy Director (Technology) (U)  
Deputy Director (Chief Negotiator) (U)  
Deputy Director (Jobs and Economic Development) (U)

may be granted vacation leave with pay at the discretion of the Mayor but may not accumulate any vacation leave during the term of employment in one or more of these positions.

The City Clerk (U), ~~Executive Assistant to the City Council President (U)~~, and the City Treasurer (U) may be granted vacation leave with pay at the discretion of the President of the City Council but may not accumulate vacation leave during the term of employment in one or more of these positions.

The Civil Service Commission Executive Director (U) may be granted vacation leave with pay at the discretion of the Civil Service Commission but may not accumulate vacation leave during the term of employment in this position.

Excepting and providing that in the event Department Directors and employees classified as:

Executive Assistant to the Mayor (U)  
Deputy Chief of Staff (U)  
Senior Executive Assistant (U)  
Department Assistant Director (U),  
Assistant Director (Asset Management) (U)  
Assistant Director (Building Regulations and Compliance) (U)  
Assistant Director (Jobs and Economic Development) (U)  
Assistant Director (Regulatory Compliance) (U)  
Community Relations Commission Executive Director (U)  
Equal Business Opportunity Commission Executive Director (U)  
Department Deputy Director (U)  
Department Deputy Director (Technology) (U)  
Deputy Director (Chief Negotiator) (U)  
Deputy Director (Jobs and Economic Development) (U)

die while in office, vacation leave may, at the discretion of the Mayor, be accrued pursuant to the provisions of this Ordinance and payable upon death, ~~and~~

Further excepting and providing that in the event that the City Clerk (U), ~~Executive Assistant to the City Council President (U)~~, or City Treasurer (U) dies while in office,

vacation leave may, at the discretion of the President of City Council, be accrued pursuant to the provisions of this Ordinance and payable upon death.

Also, further accepting and providing that in the event that the Civil Service Executive Director (U) dies while in office, vacation leave may, at the discretion of the Civil Service Commission, be accrued pursuant to the provisions of this Ordinance and payable upon death.

**Section 5.** To amend Section 14(I) of Ordinance No. 1150-2007, as amended, to read as follows:

- (I) Sick Leave for Certain City Officials. ~~Effective upon passage of this Ordinance and~~ **Notwithstanding** the other provisions of this Section 14, **Elected Officials,** Department Directors, **and** employees classified as:

Executive Assistant to the Mayor (U)  
Deputy Chief of Staff (U)  
Senior Executive Assistant (U)  
Department Assistant Director (U),  
Assistant Director (Asset Management) (U)  
Assistant Director (Building Regulations and Compliance) (U)  
Assistant Director (Jobs and Economic Development) (U)  
**Assistant Director (Regulatory Compliance) (U)**  
Community Relations Commission Executive Director (U)  
Equal Business Opportunity Commission Executive Director (U)  
Department Deputy Director (U)  
**Department Deputy Director (Technology) (U)**  
Deputy Director (Chief Negotiator) (U)  
**Deputy Director (Jobs and Economic Development) (U)**

may be granted sick leave with pay at the discretion of the Mayor but may not accumulate any sick leave during the term of employment in one or more of these positions.

The City Clerk (U), ~~Executive Assistant to the City Council President (U)~~, and the City Treasurer (U) may be granted sick leave with pay at the discretion of the President of the City Council but may not accumulate sick leave during the term of employment in one or more of these positions or be paid for any sick leave not taken during the term of employment in one or more of these positions.

The Civil Service Commission Executive Director (U) may be granted sick leave with pay at the discretion of the Civil Service Commission but may not accumulate sick leave during the term of employment in this position or be paid for any sick leave not taken during the term of employment in this position.

Excepting and providing that in the event **Department Directors and employees classified as:**

Executive Assistant to the Mayor (U)  
Deputy Chief of Staff (U)  
Senior Executive Assistant (U)  
Department Assistant Director (U),  
Assistant Director (Asset Management) (U)  
Assistant Director (Building Regulations and Compliance) (U)  
Assistant Director (Jobs and Economic Development) (U)

**Assistant Director (Regulatory Compliance) (U)**

Community Relations Commission Executive Director (U)  
Equal Business Opportunity Commission Executive Director (U)  
Department Deputy Director (U)

**Department Deputy Director (Technology) (U)**

Deputy Director (Chief Negotiator) (U)

**Deputy Director (Jobs and Economic Development) (U)**

die while in office, sick leave may, at the discretion of the Mayor, be accrued pursuant to the provisions of this Ordinance and payable upon death., ~~and~~

Further excepting and providing that in the event the City Clerk (U), ~~Executive Assistant to the City Council President (U)~~, or City Treasurer (U) dies while in office, sick leave may, at the discretion of the President of City Council, be accrued pursuant to the provisions of this Ordinance and payable upon death.

Also, further accepting and providing that in the event the Civil Service Commission Executive Director (U) dies while in office, sick leave may, at the discretion of the Civil Service Commission be accrued pursuant to the provisions of this Ordinance and payable upon death.

**Section 6.** To amend Section 16 of Ordinance No. 1150-2007, as amended, to read as follows:

- (A) Health Insurance. The City shall provide comprehensive major medical, dental, vision care, and prescription drug benefits for all full-time 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 statues, including the Health Insurance Portability and Accountability Act (HIPAA) and the Newborns' and Mothers' Health Protection Act of 1996. The following benefits are in effect and remain unchanged unless otherwise indicated.
- (B) For new hires and eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's effective date of hire the medical condition will not be payable for twelve (12) months from the effective date with the City. A new employee may reduce his/her twelve (12) month waiting period for a pre-existing condition by submitting a Certificate of Creditable Coverage from a prior health insurer, in conformity with the Health Insurance Portability and Accountability Act (HIPAA).
- (1) COMPREHENSIVE MAJOR MEDICAL
- (a) A two-hundred dollar (\$200.00) annual deductible with an eighty/twenty percent (80/20%) coinsurance of the next fifteen hundred dollars (\$1,500.00) in reasonable charges or three hundred dollars (\$300.00), for a total out-of-pocket maximum of five hundred dollars (\$500.00) per single contract year.
- (b) A four hundred dollar (\$400.00) annual family deductible with an eighty/twenty percent (80/20%) coinsurance of the next two thousand dollars (\$2,000.00) of reasonable charges or four hundred dollars (\$400.00) for a total out-of-pocket maximum of eight hundred dollars (\$800.00) per family contract year.

- (c) Physician office visits will be subject to a fifteen dollar (\$15.00) co-pay per in-network primary care physician visit (including family, general, internal, pediatrician, and OB/GYN physicians); ~~the fifteen dollar (\$15.00) co-pay will apply to out-patient psychiatric and substance abuse doctors' office visits subject to the limits specified in Section 16(B)(1)(h) herein~~ **in accordance with the Mental Health Parity Act (MHPA), mental health office visits will be subject to a fifteen dollar (\$15.00) co-pay and not subject to frequency limits.** Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 16(B)(1)(k) and (l) herein provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.
- (d) Specialty care physician office visits will be subject to a twenty-five dollar (\$25.00) co-pay per in-network specialist visit. Eligible services, which shall include diagnostic, surgical and/or specialty services, routine mammograms and routine prostate/colon rectal cancer tests subject to the limits specified in Section 16(B)(1)(k) and (l) herein provided in the network physician's office and billed by that office shall be covered at one hundred percent (100%) after office visit co-pay.
- (e) The office co-pay does not apply to the annual deductible; however, office co-pays 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)(a) and (b), and twenty percent (20%) penalty.
- (f) Medical PPO: If an employee and/or dependent receives services from a preferred provider organization (PPO), reimbursements will be eighty/twenty percent (80/20%) coinsurance. If the participating providers are not used, coinsurance reduces to sixty/forty percent (60/40%). The additional twenty percent (20%) coinsurance is the employee's responsibility and not subject to the out-of-pocket maximum. Any PPO network modifications will apply.
- (g) ~~Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than thirty-five (35) calendar days per confinement. Inpatient psychiatric treatment is limited to a sixty (60) day maximum per calendar year.~~ **Pursuant to the MHPA, 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.**
- (h) ~~Outpatient alcohol or drug treatment (substance abuse) payments limited to a fifty percent (50%) co-payment, applied to a total of twenty-five (25) visits per calendar year per individual when provided by a non-network provider.~~
- ~~Outpatient alcohol or drug treatment (substance abuse) payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Section 16(B)(1)(c).~~

~~Outpatient psychiatric payments limited to a sixty/forty percent (60/40%) co-pay, applied to a total of twenty-five (25) visits per calendar year when provided by a non-network provider.~~

~~Outpatient psychiatric payments will continue to be limited to a total of twenty-five (25) visits per calendar year when provided by a network provider. An office co-pay for the visit will apply as specified in Section 16(B)(1)(c).~~

~~A mental health/substance abuse case management benefit is offered whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined medically necessary by the plan administrator. The medical necessity and exchange rate shall be determined by the plan administrator.~~

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 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.

- (i) The plan will cover routine physicals, exams, immunizations and diagnostic tests subject to an annual maximum of five hundred dollars (\$500) per individual for covered persons age one (1) (starting the day following the birthday) to age 18 birthday, age 18 and over with a two hundred dollar (\$200) maximum; with a twelve hundred dollar (\$1200) family maximum. **Effective January 1, 2012, the plan will cover routine physicals, exams, immunizations and diagnostic tests subject to an annual maximum of seven hundred fifty dollars (\$750) per individual for covered persons age one (1) (starting the day following the birthday) to age eighteen (18) birthday; age eighteen (18) and over with a three hundred dollar (\$300) maximum; subject to the deductible, coinsurance and reasonable charge provisions.** An office visit co-pay shall apply as specified in Section 16(B)(1)(c) and (d). Immunizations do not apply to the annual deductible; however, ~~effective January 1, 2008, immunizations will~~ **do** 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)(a) and (b), and twenty percent (20%) penalty. Stress tests are payable only if the plan administrator determines that they are medically necessary. House Bill 478 provides coverage for eligible dependents from birth to age nine (9).
- (j) Well baby care from birth to age one (1) birthday including immunizations, exams, and routine diagnostic services are payable under the program up to a seven hundred fifty dollar (\$750) maximum

payment for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions. **Effective January 1, 2012, well baby care from birth to age one (1) birthday including immunizations, exams, and routine diagnostic services are payable under the program up to a one thousand five hundred dollar (\$1,500) maximum for each eligible dependent, subject to the deductible, coinsurance and reasonable charge provisions.**

- (k) Provide coverage for routine mammograms up to a maximum of one hundred twenty-five dollars (\$125), according to the following frequency:

§ one (1) baseline exam for women 35-39 years old;

§ one (1) exam every year (calendar) for women age 40 and over.

**Effective January 1, 2012, provide coverage for routine mammograms according to the following frequency:**

**§ one (1) baseline exam for women 35-39 years old;**

**§ one (1) exam every year (calendar) for women age 40 and over.**

- (l) Provide coverage for an annual (one per calendar year) routine prostate/colon rectal cancer tests for men age 40 and over up to a maximum of eighty-five dollars (\$85.00).

For men or women age 40 and over, one sigmoidoscopy exam per three year (calendar) period, will be covered up to a maximum of one hundred dollars (\$100.00). For men age 40 and over, an annual (one per calendar year) PSA blood test will be covered up to a maximum of one hundred dollars (\$100.00).

- (m) 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.

Weight loss schedule 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.

Any reference to UCR in this Ordinance or related documents shall be replaced by the words "reasonable charges".

(C) PRESCRIPTION DRUG

The City shall maintain the current prescription drug coverage, except for the following modifications, unless otherwise noted:

(1) DRUG PREFERRED PROVIDER ORGANIZATION (PPO)

The prescription drug Preferred Provider Organization (PPO) arrangement through the ID card program and direct reimbursement program, the employee shall be responsible for a five dollar (\$5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars (\$10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollars (\$25.00). The five dollar (\$5.00) co-pay applies to all allergy prescriptions under the direct reimbursement program.

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. Under the mail order program, the employee shall be responsible for a ten dollar (\$10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars (\$20.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is fifty dollars (\$50.00).

Maintenance drugs must 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.

(3) SERVICES NOT COVERED

- Experimental drugs.
- Drugs that may dispensed without prescription, such as aspirin even though a doctor may have prescribed them.
- 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 the second paragraph in Section 16(A)].
  
- 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.
- Contraceptive devices, other than birth control pills.
- 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

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 allow voluntary selection of a participating 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 – twice in any calendar year, January through December 31.
- (E) 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. 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.

- (F) 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. 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 (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.

- (G) Premium Co-Payment. Employees are charged a monthly premium for participating in the City's insurance programs. The current monthly premium is an amount equal to ten percent (10%) of the insurance base for single and family coverage. Effective April 1, 2012, the monthly premium will be an amount equal to eleven percent (11%) of the insurance base for single and family coverage. The insurance base shall be the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for employees for the preceding twelve (12) month period of February 1 through January 31. Such premiums shall be paid through an automatic payroll deduction; half of the monthly premium will be deducted each payperiod 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.

- (H) 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.

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

- (J) Vision. The City shall maintain the current vision care plan for all eligible employees. The non-panel reimbursement schedule includes:

Professional Fees:

Examinations up to \$ 35.00

Materials

Single Vision Lenses, up to	\$ 35.00	
Bifocal Lenses, up to	\$ 50.00	
Trifocal Lenses, up to	\$ 60.00	
Lenticular Lenses, up to	\$ 90.00	
Contact Lenses		
Necessary	\$170.00	
Cosmetic	\$ 90.00	
Retail frame allowance	<del>\$405.00</del>	<b><u>\$135.00</u></b>

- (K) 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.

**Section 7.** That existing Sections 5(D)-S013, 10(F), 12(H), 14(I) and 16 of Ordinance No. 1150-2007, as amended, are hereby repealed.

**Section 8.** For reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby 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 passage if the Mayor neither approves nor vetoes the same.