

**ATTACHMENT TO ORDINANCE NO. 0664-2006
FIRE MANAGEMENT COMPENSATION PLAN**

SECTION 1. SHORT TITLE.

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

SECTION 2. DEFINITIONS.

Appointing Authority - Director of Public Safety.

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

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

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

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

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

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

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

Employee/Employees - As used in this Ordinance means only those employees in the classified service of the classification of Fire Chief and Assistant Fire Chief who are not part of the International Association of Fire Fighters, Local 67 bargaining unit.

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

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

Immediate Family - Includes spouse, son, daughter, brother, sister, parent, grandchild, grandparent, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandparent-in-law, step-mother or step-father, step-brother or sister, step-son or daughter, half-brother or sister, and legal guardian or other person who stands in the place of a parent.

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

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

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

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

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

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

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

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

Resignation - The voluntary termination of employment by an employee.

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

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

SECTION 3. EXECUTIVE FIRE PAY PLAN.

(A) The following compensation structure is hereby established as the "Executive Fire Pay Plan" and is to be applied to the positions indicated below; said structure shall be effective May 25, 2003:

<u>Class Title</u>	<u>Payperiod</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Mid-Point</u>	<u>Maximum</u>
Fire Asst. Chief	Hourly (40) Annually	5F	\$41.61 \$86,549	\$52.01 \$108,180	\$62.41 \$129,813
Fire Chief	Hourly (40) Annually	6F	\$47.28 \$98,342	\$59.10 \$122,928	\$70.92 \$147,514

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

The City Auditor is authorized and directed to make retroactive payment of wages for the positions of Fire Chief and Fire Assistant Chief (Executive Officer) as determined by the Director of Public Safety. The pay rate and effective date must be certified by the Director of Public Safety to the City Auditor and Civil Service Commission Executive Director.

(B) **Employee's Contribution to Pension Fund.**

(1) That portion of the employee contribution to the Ohio Police and Fire Pension Fund (Fund) equal to eight and one-half percent (8.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee.

Effective with the first payperiod beginning in July 2006, that portion of the employee's contribution to the Fund, equal to nine percent (9%) of the employee's earned compensation shall be picked up (assumed and paid)

on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee's contribution shall continue to be paid by the employee, using the determined method of pension contribution.

Effective with the first payperiod of 2007, that portion of the employee's contribution to the Fund, equal to nine and one-half percent (9.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee's contribution shall continue to be paid by the employee, using the determined method of pension contribution.

Effective with the first payperiod of 2008, that portion of the employee's contribution to the Fund, equal to ten percent (10%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee's contribution shall continue to be paid by the employee, using the determined method of pension contribution.

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

The sum paid hereunder by the City on behalf of the employee, i.e., 8.5%, 9%, 9.5%, 10%, of the employee's earned compensation, 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 contribution to the Fund the amount paid by the City on behalf of the employee as a portion of his statutory obligation, is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

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

SECTION 4. PAYPERIOD AND PAYROLL DEDUCTIONS.

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

SECTION 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 Fire uniformed classifications:

<u>Ordinance Section</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Range No.</u>
F027	3086	Fire Assistant Chief	5F
F045	3089	Fire Chief	6F

SECTION 6. ADDITIONAL ALLOWANCES.

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

- (A) Uniform Maintenance Allowance.

Employees who customarily wear a uniform shall be paid a uniform maintenance allowance of \$600.00 each calendar year to be paid in January of each year. Effective with the January 2006 payment, the uniform maintenance allowance will increase to \$800; and effective with the January 2007 payment, the uniform maintenance allowance will increase to \$1,000. A voucher system shall be established by the Division to replace required clothing that is worn or damaged.

The City Auditor is authorized and directed to make a retroactive adjustment of the uniform allowance paid in January 2006.

(B) Turnout Gear.

The City will purchase and provide turnout gear for all employees. Turnout gear will be repaired or replaced as required. Upon termination, all items provided under this Paragraph (B) shall be returned to the City.

(C) Service Credit.

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

Fire Assistant Chief

Over 8 years of service	\$1,225 - \$47.12 per completed payperiod.
Over 14 years of service	\$1,375 - \$52.88 per completed payperiod.
Over 20 years of service	\$1,675 - \$64.42 per completed payperiod.

Fire Chief

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

The City Auditor is authorized and directed to make a retroactive adjustment of the service credit paid in December 2005.

(D) Retention of Badges and Helmets Upon Retirement.

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

(E) Professional Time.

- (1) Each January each employee shall receive forty (40) hours of professional time. In the event an individual is promoted to the classification of Fire Assistant Chief after January 1 of a given year, said Fire Assistant Chief shall be entitled to professional time on the prorated basis of 1.539 hours based on completed pay periods remaining in the year of appointment.
- (2) Professional time may be taken in increments of one (1) hour or more and must be approved by the Director of Public Safety.
- (3) Any unused professional time to an employee's credit at the close of business on the last day of the first payperiod that ends in the month of January shall be paid to the employee at the employee's forty (40) hour hourly rate in effect at that time. The City Auditor shall make such payment within a reasonable period following said payperiod.
- (4) Upon termination for any reason, employees will be paid as part of their terminal pay for all unused professional time hours at the employee's forty (40) hour hourly rate in effect at the time of separation. In the event of death, payment will be made to the surviving spouse or estate if there is no surviving spouse.

SECTION 7. SALARY ADMINISTRATION.

- (A) Salaries shall be set for the Fire Chief and Fire Assistant Chief within the discretion of the Director of Public Safety, considering the employee's performance, skills, experience and other qualifications as determined appropriate by the Director of Public Safety. The Director of Human Resources, in cooperation with the Director of Public Safety, will develop guidelines for administration of the Executive Fire Pay Plan. Subject to City Council appropriation, the Finance and Management Director will determine and establish available monies for salary increases.
- (B) Pay progression within Range 6F and 5F shall be set within the discretion of the Director of Public Safety considering the employee's performance, skills, experience and other qualifications as determined in the guidelines developed by

the Director of Human Resources in cooperation with the Director of Public Safety. Pay considerations will be made on an annual basis.

- (C) The Director of Public Safety may authorize an annual lump sum payment, not to exceed two percent (2%) of annual salary, to employees for outstanding performance with the approval of the Director of Human Resources.
- (D) The rate of pay for employees affected by the personnel actions listed below shall be as follows:
 - (1) Demotion. Whenever an employee is demoted for disciplinary reasons, he 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 previously held permanent status, his rate of pay shall be the rate at which he was paid at the time of his separation.
 - (3) Reemployment. Whenever an employee is reemployed, his rate of pay shall be the rate at which he was paid at the time of his layoff.
 - (4) Return from Military Leave. Whenever an employee returns from military leave, he shall be restored in his former position at the step which corresponds to the step he received at the time of his departure and in addition, shall be granted any increases to which he would have been entitled had he not entered military service.
- (E) Salary as provided by this Ordinance is fixed on the basis of full-time service in full-time positions.
- (F) The Civil Service Commission is prohibited from certifying any payroll or paying any pay rate based on the assignment of any class to a pay range not specifically authorized by City Council. The City Auditor is hereby prohibited from paying any salary or compensation to any person holding a position in the classified service unless the payroll or account for any salary or compensation shall bear the certificate of the Civil Service Commission and/or paying any pay rate based on the assignment of any class to a pay range not specifically authorized by City Council.
- (G) If a Fire Assistant Chief is required to perform the duties of the Fire Chief for eight (8) or more consecutive hours, he shall be paid at the wage rate of the Fire Chief for all hours during which he performs such duties.

SECTION 8. INSURANCES.

- (A) Insurance Program. The City shall continue to provide all full-time employees with comprehensive major medical, prescription drug, vision care, dental care and life insurance. Employees shall become eligible for medical, prescription drug and life insurance benefits on the first of the month following their hire date. If hired on the first day of the month, the employee's coverage will begin immediately. Employees must complete one (1) year of continuous City service before qualifying for dental and vision benefits.
- (B) Liability Coverage. The City recognizes that Chapter 2744 of the Ohio Revised Code is applicable to all uniformed personnel of the Division of Fire and provides liability protection for such personnel when engaged in the operation of a motor vehicle in the performance of a governmental function.
- (C) Life Insurance. The City shall provide the Fire Chief and Fire Assistant Chief (Executive Officer) term life insurance in the amount of their annual salary or \$100,000, whichever is greater.
- (D) Cost Containment. The term "employee" as it pertains to this section shall mean the employee and all of his eligible dependents.
- (1) A \$200 annual deductible with an 80/20 percent coinsurance of the next \$1,500.00 in reasonable charges or \$300.00, for a total out-of-pocket maximum of \$500.00 per single contract per year. Covered charges above \$1,700.00 will be paid 100% by the Plan under the reasonable standard, subject to Plan limitations.
 - (2) A \$400.00 annual family deductible with an 80/20 percent coinsurance of the next \$2,000.00 of reasonable charges or \$400.00, for a total out-of-pocket maximum of \$800.00 per family contract. Covered charges above \$2,400.00 will be paid 100% by the Plan under the reasonable standard, subject to Plan limitations.
 - (3) To comply with HR3101, effective January 1, 1998, the plan will be modified. 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 date of hire, the medical condition will not be payable for twelve (12) months from the effective date of coverage with the City. The employee can reduce their twelve (12) months of pre-existing condition requirements by submitting a certificate of creditable coverage from a prior employers' health insurer.

(4) Provide coverage for routine mammogram up to a maximum of \$85.00, subject to the deductible, coinsurance and out-of-pocket maximums according to the following frequency.

- one baseline exam for women
35-39 years old;

- one exam every year for women age 40
and over.

(5) Prescription drug deductible charges are not payable under this medical contract.

(6) Subject the outpatient surgery payments to the deductible, co-payments and out-of-pocket maximums.

(7) Remove exclusion of blood and blood plasma coverage.

(E) Limitations. The following limitations apply:

(1) 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.

(2) Inpatient psychiatric treatment limited to a sixty (60) day maximum per calendar year.

(3) Outpatient alcohol or drug treatment (substance abuse) will be limited to 50% of twenty-five (25) visits per calendar year per individual.

(4) Outpatient psychiatric payments will be limited to 50% of twenty-five (25) visits per calendar year.

(F) Pre-Admission Certification. If an employee or a dependent is informed that a non-emergency inpatient admission is necessary, including psychiatric/substance abuse treatment, the admission must be pre-certified by the City's Medical Utilization Review Administrator. If no pre-certification is made or the inpatient admission is determined not to be medically necessary, a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance, and out-of-pocket maximum provisions. In the event the care is determined to be medically unnecessary, the employee will be responsible for all charges for medically unnecessary care.

- (G) Emergency Admissions. Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within forty-eight (48) hours of admission or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.
- (H) Assigned Length of Stay (Concurrent Review). Once an elective admission has been pre-certified, a length of stay is assigned. Written notification of the certified stay should be sent to the employee, hospital and attending physician. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out-of-pocket maximum provisions. Medically necessary care will constitute justification for certification of a length of stay extension by the Medical Utilization Review Administrator.
- (I) Mandatory Second Surgical Opinion. For all inpatient and outpatient non-emergency surgeries, a second surgical opinion may be required as directed by the Medical Utilization Review Administrator. This second opinion shall be covered at one hundred percent (100%) of the reasonable charge. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of reasonable charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) penalty of total charges shall be applied, in addition to the deductible, coinsurance and out-of-pocket maximum provisions.
- (J) Based on medical information obtained prior to the surgery, the City's Medical Utilization Review Administrator may waive the mandatory second surgical opinion requirement in specific cases.
- (K) Continued Treatment and Technological Review. Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by an employee's attending physician will require the City's Medical Utilization Review Administrator's approval. The City's plan administrator may waive pre-certification requirements in specific cases. These treatments will include:
- (1) Therapy
 - (a) Physical Therapy
 - (b) Occupational Therapy
 - (2) Advanced Technological Procedures

- (a) Magnetic resonance imaging (MRI)
- (b) Lithotripsy
- (c) Ultrasound imaging during pregnancy
- (d) Angioplasty

(3) Treatment

- (a) Chiropractic
- (b) Podiatric

Once the employee's physician informs the employee that it is medically necessary for the employee to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the employee must contact the City's Medical Utilization Review Administrator to obtain continued treatment authorization. Also, if the employee's physician instructs the employee to receive any of the listed advanced technological procedures, it is necessary for the employee to contact the City's Medical Utilization Review Administrator to obtain pre-treatment authorization.

In the event the employee does not obtain authorization for continued therapy, treatment, or technological review, the employee will be responsible for ten percent (10%) of the total charges, in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(L) Outpatient psychiatric, alcohol and drug treatment requires prior authorization by the plan administrator. In the event the employee does not obtain prior authorization for psychiatric, drug or alcohol treatment, the employee will be responsible for ten percent (10%) of the total charges, in addition to the deductible, coinsurance, and out-of-pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(M) Medical Case Management. This program allows a consultant to review a patient's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers; however, the decision to receive alternate medical care rests with the employee and the physician. The Medical Utilization Review Administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

- (N) A mental health and/or substance abuse case management benefit will be available 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 by the Plan Administrator. The Plan Administrator shall determine the medical necessity and exchange rate.
- (O) Planned Discharge Program. In the event an employee or dependent is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting. The decision to receive alternate medical care rests with the employee and the physician.
- (P) Home Health Care and Hospice Care. Establishment of a hospice care program to be paid one hundred percent (100%) by the City subject to the reasonable standard. Home Health Care will be paid at one hundred percent (100%) of reasonable charges. Services rendered by a hospice care program will be covered up to a maximum of sixty (60) days.
- (Q) Hospital Bill Review. If an employee reviews his hospital bill and discovers overcharges by the provider, he will receive fifty percent (50%) of the reimbursed overcharges up to a maximum of \$250.00 per employee per confinement, upon verification of such overcharges by the third party administrator.
- (R) Prescription Drugs.
- (1) Effective with prescriptions dispensed on or after July 1, 2005 under the Prescription Drug ID Card Program and Direct Reimbursement Program, the employee shall be responsible for a four dollar (\$4.00) co-pay for a generic drug for a thirty (30) day supply. If there is no generic drug equivalent for the prescribed drug, the co-pay is eight dollars (\$8.00). 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 twelve dollars (\$12.00). The four dollar (\$4.00) co-pay applies to allergy serums under the direct reimbursement program.
 - (2) Effective with prescriptions dispensed on or after July 1, 2005, 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 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 dollars (\$20.00).

- (3) Maintenance drugs will be required to be obtained through the mail order program. The original prescription with one refill may be purchased locally but subsequent refills must use the mail order program.
- (4) Additional services to be covered include: birth control pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification class).

Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may 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.

- (5) Effective with prescriptions dispensed on or after January 1, 2007, under the Prescription Drug ID Card Program and Direct Reimbursement Program, the employee shall be responsible for a five dollar (\$5.00) co-pay for a generic drug for a thirty (30) day supply. 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 allergy serums under the direct reimbursement program.
- (6) Effective with prescriptions dispensed on or after January 1, 2007, 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 forty dollars (\$40.00).

- (7) Maintenance drugs will be required to be obtained through the mail order program. The original prescription with one refill may be purchased locally but subsequent refills must use the mail order program.
- (8) Additional services to be covered include: birth control pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification class).
- (9) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may 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.

(S) Physical Examinations.

- (1) For eligible employees, routine physicals will be provided under the Physical Health and Fitness Policy as specified in Section 20 of this Ordinance. For dependents, the City will pay eighty percent (80%) of \$150 in reasonable charges for routine physicals. A stress test for dependents will not be payable under the physical examination benefit unless deemed medically necessary. If a stress test is deemed medically necessary, the City will pay eighty percent (80%) of \$250 in reasonable charges for the stress test and stress test interpretation.
- (2) Eligible employees and dependents' physical examinations shall exclude routine checkups such as, but not limited to, eye examination, pap smears and immunizations.
- (3) The above dependent physical examination benefits are not subject to the deductible and coinsurance provisions under Subsection (E)(1) and (2) of this Section.

(T) Dental. The City will provide the following dental coverage for all eligible employees:

- (1) The City will cover one hundred percent (100%) of reasonable charges for preventative and diagnostic treatments.
- (2) The City will cover seventy five percent (75%) of reasonable charges for restorative and orthodontic treatments.
- (3) The City will provide maximum dental care of one thousand five hundred dollars (\$1,500.00) per person, per calendar year, and a lifetime maximum orthodontic benefit of one thousand eight hundred-fifty dollars (\$1,850.00) for covered children under age 19.

In addition, a voluntary dental PPO shall be available to employees that allows voluntary selection of a participating provider that will result in no balance billing over reasonable charges. All existing co-insurance levels and exclusions continue to apply.

(U) Vision. The City shall maintain the following no-deductible vision care plan for all eligible employees:

(1) Non-panel Reimbursement Schedule.

Professional fees	
Examination 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
Frames, up to	\$ 35.00
Contact lenses	
Necessary	\$170.00
Cosmetic (for spouse and dependents only)	\$ 90.00
Cosmetic (for members only)	\$150.00

(2) Panel retail frame allowance. The panel retail frame allowance is \$130.00.

(V) Communicable Disease Testing. At no charge to the employee, the City shall contract with a twenty-four (24) hour medical facility to test employees who may have been exposed to communicable diseases while in the performance of their duties.

- (W) Premium Contributions. Employees will be charged a monthly premium for participating in the City's insurance programs that shall be paid through an automatic payroll deduction.

The monthly insurance premium shall be an amount equal to ten percent (10%) of the insurance base, but no more than twenty-five dollars (\$25.00) for single contribution and fifty dollars (\$50.00) for family contribution beginning January 1, 2006. Beginning July 1, 2006, an amount equal to nine percent (9 %) of the insurance base will be paid for single and family coverage. The rates will be determined by using the insurance base which is the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for Division of Fire employees for the preceding benefit year of February 1 through January 31. The premium will be established as single and family rates. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

- (X) Pre-tax Benefits. An initial enrollment will be offered to full-time employees who choose to participate in a Pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City of Columbus or its appointed administrator. Subsequent enrollments will be offered to new employees at the time of hire; existing employees may enroll during Open Enrollment month each year.

Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form that authorizes the City payroll to pre-tax that premium.

Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in Internal Revenue Code. Amendments to the annual pre-tax maximum can only occur during Open Enrollment month, on the annual plan renewal date, or when a change in status occurs.

Participants will submit allowable claims to the City's Plan Administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts, for which a participant does not have an eligible claim, will be forfeited at the end of each plan year.

These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

SECTION 9. HOURS OF WORK.

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

SECTION 10. LEGAL HOLIDAYS.

- (A) Holidays celebrated are as follows:

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

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

SECTION 11. HOLIDAY ELIGIBILITY AND PAY.

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

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

SECTION 12. SPECIAL LEAVE WITH PAY.

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

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

This offset provision does not apply to paid leaves of twenty-two (22) days or less as provided in this Section.

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

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

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

- (D) Examination Leave. Upon application, time off with pay shall be allowed City employees participating in Civil Service tests or taking a required examination pertinent to their City employment before a State or Federal licensing board.
- (E) Witness Duty. Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his duties and/or position with the Division of Fire.

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

SECTION 13. VACATION LEAVE.

(A) The vacation year for employees shall end at the close of business on the last day of the last payperiod that ends in the month of February.

(B) Conditions for Accrual of Vacation Leave.

(1) Each employee shall accrue vacation leave by payperiod based on years of continuous service as established in the schedules below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the payperiod in which a year of continuous service is completed as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Payperiod</u>
Less than 3 years	4.615
3 years but less than 6	6.154
6 years but less than 14	8.307
14 years but less than 20	9.230
20 or more years	10.154

(2) Maximum Accrual of Vacation. Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation year for employees governed by the provisions of this section, except as provided in Subsection (C)(1) of this Section 13. The maximum number of vacation hours that may be accrued based on years of continuous service as of the end of a vacation year are as follows:

<u>Length of Continuous Service</u>	<u>Maximum Accrual Of Vacation Hours</u>
Less than 3 years	360 hours
3 years but less than 6	504 hours
6 years but less than 14	672 hours
14 years but less than 20	744 hours
20 or more years	816 hours

(C) Other Vacation Leave Provisions.

- (1) At the end of each vacation year, employees shall be paid for any vacation balances in excess of the maximums fixed by this section accruing after January 1, 1964, upon certification by the Director of Public Safety to the City Auditor and the Director of Human Resources that due to unusual circumstances, it is not in the best interests of the City to permit an employee to take vacation leave which would otherwise be forfeited as provided in Subsection (B)(2) this Section 13.
- (2) An employee who experiences a break in continuous service as a result of discharge, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his last day of service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation. Such payment shall not exceed the maximum accrual of vacation hours set forth in Subsection (B)(2) of this Section 13.
- (3) When an employee dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse. Such payment shall be paid at the employee's hourly rate of pay at time of death.
- (4) Vacation leave may be taken in increments of one (1) hour at the request of the employee with the approval of the Director of Public Safety.

SECTION 14. INJURY LEAVE WITH PAY.

- (A) All employees shall be allowed injury leave with pay not to exceed one hundred eighty (180) days for each service-connected injury provided such injury is reported to the employee's immediate supervisor, subject to the provisions of this Section.
- (B) Injury leave with pay shall be granted to any such employee only for injuries or other disabilities determined by the Human Resources Director or designee as caused or induced by the actual performance of his position, including a personal comfort zone. Cardiovascular, respiratory, and pulmonary disabilities shall be presumed to be service-connected. The City may require an independent medical examination for any employee requesting injury leave at the City's expense. The City shall send to the employee a copy of the letter sent to the physician along with the questions the City is asking the physician in respect to the employee's examination and/or condition. The City shall also send a copy of the physician's report to the employee.

- (C) Medical documentation, supporting documentation, and a report of the cause of all injuries, whether original or recurrent must be signed by the Fire Chief and the Director of Public Safety and be submitted to the Director of the Human Resources Department or designee, within two (2) workdays of the date the injury is reported by the employee on forms designed and furnished by the Human Resources Department.
- (D) No employee is to be granted injury leave with pay unless the Director of Public Safety has in his possession written authorization signed by the Director of the Human Resources Department or designee. Such authorization shall indicate the approximate length of the leave, and no injured employee on leave shall be returned to work without the written approval of an attending physician. An employee on injury leave shall maintain biweekly verbal contact with the Fire Chief and/or Director of Public Safety or designee during the period of time he is injured. This requirement may be modified in writing by the Director of Public Safety or designee for extended leaves. An employee shall notify the Fire Chief and/or Director of Public Safety or designee at least seven (7) days prior to the expected return to work date to reconfirm that date. If, in the judgment of the Human Resources Director or designee, the injury is such that the employee is capable of performing his regular duties or light duties during the period of convalescence, he shall so notify the Director of Public Safety in writing and deny injury leave with pay. No injury leave payments shall be made to any employee who is actually working for another employer during the employee's regular shift, or where such work involves or requires the performance of the same or similar duties as those regularly performed by the employee, or where the job involves duties and/or physical demands which would conflict with the medical condition. Employees shall not engage in recreational activity while on injury leave where the physical demands of such activity conflicts with the injury/medical condition allowed. If there is a recurrence of a previous injury, the Director of Public Safety must request approval of injury leave for each recurrence. Whenever an employee is required to stop working because of an injury or other service-connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.
- (E) Any injured employee may appeal the decision of the Human Resources Director or designee, by written notice, to the Board of Industrial Relations within ten (10) calendar days of notification that injury leave has been denied. The Board of Industrial Relations, at the City's expense, may require an employee to be examined by a physician of the Board's choice.
- (F) Pending a decision by the Director of the Human Resources Department or designee, an injured employee may be carried on personal sick leave with pay

which shall be restored to his credit upon certification by the Director of the Human Resources Department or designee, that injury leave has been approved; except that when an employee is injured, and the Director of Public Safety can establish that the injury occurred during the employee's hours of work for the City, the employee may be carried on injury leave with pay pending certification by the Director of the Human Resources Department or designee, that injury leave has been approved. In no case may the employee be carried on injury leave in excess of the employee's amount of accumulated sick leave. If injury leave is not certified by the Human Resources Director or designee, the employee will be charged sick leave for time used. Injury leave shall be allowed for actual time spent (including travel time) for scheduled physician appointments and/or treatment resulting from on-the-job injury.

SECTION 15. SICK LEAVE WITH PAY.

- (A) Sick Leave Accrual. Each employee shall accrue sick leave with pay at the rate of 6.462 hours for each completed payperiod.

- (B) Cumulation and Payment of Sick Leave. Sick leave with pay shall be cumulative and any employee having unused sick leave prior to the effective date of this Ordinance shall be credited with such unused sick leave for the purpose of this Ordinance.
 - (1) Reciprocity payment. Each January of each year, employees shall be paid for unused sick leave earned during the immediately preceding calendar year in accordance with the following schedule:
 - (a) Amount of Payment.
 - (1) Less than 500 hour bank: Any employee who, as of January 1, of each year, has a sick leave account of less than five hundred (500) hours shall not be paid for any unused sick leave earned during the immediately preceding calendar year and any such unused sick leave shall be added to his sick leave account.
 - (2) 500-750 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of five hundred (500) to seven hundred fifty (750) hours shall first have any sick leave used in the immediately preceding calendar year deducted from the sick leave which he earned during that year and, as to any remaining unused sick leave from that year, he may elect to be paid for seventy-two (72) of those hours. Any unused sick leave

hours still remaining from that year shall be added to his sick leave account.

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

- (b) Calculation of Payment. Any amounts to be paid under this Subsection (B) shall be paid at the rate of one hour pay (based on the 40 hour rate) for each hour of unused sick leave, in accordance with the pay schedules established in Section 3. The City Auditor is authorized and directed to make a retroactive adjustment of the reciprocity payment paid in January 2006.

- (C) Separation Payment. An employee who experiences a break in continuous service as a result of discharge, resignation, retirement or layoff may, if he so desires, be paid in lump sum one (1) hour of pay for each six (6) hours of unused sick leave to his credit for total accruals up to and including one thousand (1,000) hours; one (1) hour of pay for each three (3) hours of unused sick leave to his credit for all accruals in excess of one thousand (1,000) hours up to and including two thousand one hundred (2,100) hours; and one hour of pay for each hour of unused sick leave to his credit for all accruals in excess of two thousand one hundred (2,100) hours. Such payment shall be paid at the appropriate rate and rank specified in of Subsection (B)(1)(b) of this Section 15.

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

- (1) Sickness of the employee.
- (2) Injury to the employee except where such injury is incurred in the performance of employment other than his employment with the City.
- (3) Medical, dental, optical consultation or treatment of employee.

- (4) Sickness of a member of the immediate family living in the employee's household. Employees working an average forty (40) hour workweek shall be granted no more than five (5) work days in any calendar year for sickness in the immediate family requiring the presence at home of the employee. The Director of Public Safety may require a certificate of the attending physician before paying any employee under this paragraph.
 - (5) Quarantine of an employee because of exposure to a contagious disease. The Director of Public Safety shall require a certificate of the attending physician before paying any employee under this paragraph.
 - (6) In the event an employee uses all his injury leave time, and is still unable to return to active duty, he may, with the approval of the Director of Public Safety, use any sick leave, professional time and vacation time to which he is otherwise entitled.
 - (7) Bereavement. In the event of a death in the immediate family, each employee regularly working an average forty (40) hour workweek shall be entitled to five (5) work days to attend or prepare for a funeral service and/or interment.
 - (8) Any leave which is granted under this Section for reasons permissible under an FMLA leave as provided in Section 18, shall be charged as an FMLA leave and shall count toward the twelve (12) week per year limitation for the length of the FMLA leave.
- (E) The Director of Public Safety may require evidence as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested.
 - (F) Employees working an average forty (40) hour workweek shall be charged at the rate of eight (8) hours of sick leave for each regularly scheduled workday such employee is absent.
 - (G) When an employee dies while in paid status, regardless of the number of accumulated sick leave hours in the City service, all unused sick leave to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased if there is no surviving spouse in accordance with Subsection (C) of this Section 15.
 - (H) No sick leave with pay shall accrue except for service as an employee of the City of Columbus.
 - (I) Sick leave may be approved in multiples of one (1) hour.

SECTION 16. TUITION REIMBURSEMENT.

- (A) No employee on an authorized leave of absence or injury leave shall be eligible to apply for tuition reimbursement; except that, employees on injury leave who are rendered unable to complete the required course work due to the injury and who have a course(s) approved by the Labor Relations Manger or designee prior to being injured shall be reimbursed for that course(s).

- (B) Each employee shall be eligible for a reimbursement of all instructional and laboratory fees. The tuition reimbursement program shall be subject to the following conditions:
 - (1) All courses must be taken during non-scheduled working hours. All class hours of instruction must be filed with the employee's immediate supervisor and with the Labor Relations Manager or designee. Payment for courses at approved institutions is subject to approval by the Labor Relations Manager or designee. Any situation which, in the discretion of the Director of Public Safety, would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.
 - (2) Employees may be granted time off, not to exceed forty-eight (48) hours per calendar year. This time off shall be approved in one (1) hour increments not to exceed four (4) hours in any one (1) calendar day, to attend approved classes upon approval of the Director of Public Safety.
 - (3) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Section.
 - (4) The Ohio Fire Academy and institutions offering approved correspondence courses are acceptable for purposes of this Section. Courses must be taken at accredited colleges, universities, technical and business institutes in the State of Ohio or at their established extension centers in the State of Ohio. Approval of institutions and courses shall be obtained from the Labor Relations Manager or designee no more than thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s). Seminars and conferences shall be ineligible for tuition reimbursement.

- (5) No reimbursement will be granted for books, paper, supplies of any nature, transportation, meals, or any other expenses connected with any course except the cost of instructional fees and laboratory fees.
- (6) Reimbursement for tuition will be made after an employee satisfactorily completes a course and presents an official certificate, or his grade report or its equivalent, a fee statement, and a receipt of payment or copy of the unpaid bill from the institution.
- (7) Reimbursement will be made to employees for any course credit gained from a credit-by-examination. Reimbursement shall be limited to the actual testing expense.
- (8) Any employee participating in the tuition reimbursement program who resigns must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of separation. If necessary, this amount will be deducted from the employee's terminal leave pay or his final paycheck.

SECTION 17. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE.

Employees who have worked for the City for at least twelve (12) months, and who have worked for at least 1,250 hours over the twelve (12) month period proceeding the leave, shall be eligible for a total of up to twelve (12) weeks of unpaid FMLA leave during a twelve (12) month period, pursuant to FMLA Regulations 29 C.F.R. Part 825.

SECTION 19. EMPLOYEE ALCOHOL AND DRUG TESTING.

Employees covered under this Ordinance will be required to comply with the standards set forth in the Employee Alcohol and Drug Testing Policy administered by the Department of Human Resources.

SECTION 20. PHYSICAL HEALTH AND FITNESS.

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

- 1) Employees rated at least Level II in each phase of the PFT will receive incentive pay of \$25.00 per month.

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

SECTION 21. MISCELLANEOUS.

Educational prerequisites. In order to be eligible to apply for the position of Fire Assistant Chief, 60 semester hours or 90 quarter hours of accredited college credit will be required. In order to be eligible to apply for the position of Fire Assistant Chief in the year 2007 or later, the requirement will be a baccalaureate degree.

SECTION 22.

That Ordinance No. 125-2001, as amended, passed January 22, 2001, is hereby repealed.

SECTION 23. SEPARABILITY.

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

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

SECTION 24.

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