

RESOLUTION 20-143

**A RESOLUTION HIRING AND ESTABLISHING THE TERMS  
AND CONDITIONS OF EMPLOYMENT FOR THE  
FRANKLIN TOWNSHIP POLICE LIEUTENANT**

PREAMBLE

WHEREAS, the Board desires to employ (David Ratliff ) as Police Lieutenant and establish the terms and conditions of his employment; and

WHEREAS, it is in the best interest of the Township and its residents to provide certain benefits to the Police Lieutenant as a form of compensation;

RESOLUTION

**NOW THEREFORE**, be it resolved by the Board of Trustee of Franklin Township, Franklin County, Ohio that the following Resolution be and hereby is adopted:

**RESOLVED**, that effective ( Dec 1, 2019 ) and subject to his acceptance hereof the Township hereby employs ( David Ratliff ) as the Lieutenant of the Franklin Township Police Department, subject to the following terms and

- 1. Job Description and Duties.** The Lieutenant shall serve as the Lieutenant for the Township on an indefinite basis and shall perform and discharge faithfully, diligently and to the best of his ability, the responsibilities of Lieutenant, a general description of which is attached hereto as "Attachment A" and incorporated herein. The Lieutenant shall also perform such other tasks and undertake such duties as the (Police Chief) or his designee may from time to time request.
- 2. Rules and Regulations.** The Lieutenant shall observe and administer such rules, regulations and procedures as may from time to time be adopted by the Board, including, but not limited to, rules governing the operation and personnel of the Franklin Township Police Department and its dispatching operations, and the protection of property and lives, all applicable federal, state and local laws and regulations.
- 3. Continuing Employment Qualifications.** The Lieutenant shall obtain and maintain a current Ohio driver's license, current OPOTA certification and such other certifications and/or licenses as may, from time to time, be required by the Board. The Lieutenant shall also be and remain insurable under the terms of the Township's automobile liability insurance policy and shall provide proof of such insurability, from time to time as required by the Board and/or the Township's automobile liability insurer. THESE QUALIFICATIONS ARE MANDATORY AND CONTINUING AND FAILURE TO MAINTAIN THESE QUALIFICATIONS WILL RESULT IN IMMEDIATE DISCIPLINE INCLUDING POSSIBLE TERMINATION.  
The Lieutenant will be required to attend yearly continuing/ongoing education pertaining to his position and with the board's approval.

- 4. Probationary Period.** Waived
- 5. Longevity pay.** N/A



6. **Work Hours.** The Lieutenant's full working time and effort shall be devoted to his employment as the Franklin Township Lieutenant. His regularly scheduled hours of work shall total forty (40) hours per week, but he shall also work such other or additional hours as may, from time to time be necessary to fulfill his duties as Franklin Township Lieutenant and as may, from time to time, be requested by the Chief of Police. This is a salaried position and NOT subject to the collective bargaining agreement.
7. **Compensation.** The salary will be set at 80,824.64 yearly to be paid in accordance with township payroll policy. The employee will receive a 3.5% yearly cost of living increase as well as a 1.5% merit increase on the anniversary date of this resolution (Dec 1, 2019)
8. **Use of Vehicle.** The Lieutenant is hereby authorized to use a Township owned or leased vehicle as designated by the Board, provided that such use shall be subject to and consistent with the provisions of the Franklin Township Employee Policies and Procedures manual, except that such vehicle must be used by the Lieutenant for commuting to and from his Township employment and to respond directly from home to an emergency and/or other work-related situation.
9. **Use of cell phone.** The Township will provide the employee a cell phone to be used for Township related communication. It is understood that a small percentage of communication received on the cell phone may be of a personal nature. It is understood that the cell phone and all its contents remain the property of the Township.
10. **Vacation Time.** The vacation year shall end at the close of business on the last day of the first pay period that ends in January. The Lieutenant working an average 40-hour week shall accrue vacation leave by pay period at the rate of (8) hours.
11. **Holiday Compensation.** While in active service with the Township the Lieutenant shall be entitled to eight (8) hours of holiday credit for each holiday referred to in Ohio Revised Code 511.10, which time shall accrue on a calendar year basis and be credited on each January 1<sup>st</sup>. **Refer to Police Contract, Article 21.3.**
12. **Sick Leave.** The Lieutenant shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period. **Refer to Police Contract, Article 23.**
13. **Injury Leave.** The Lieutenant may be granted a fully paid leave of absence of ninety (90) calendar days for a duty injury or job related illness. This leave of absence need not be taken in ninety (90) days consecutive days and may be divided into increments. **Refer to Police Contract, Article 24.**
14. **Disability Leave.**
15. **Family & Medical Leave.** **Refer to Police Contract, Article 23.**
16. **Bereavement Leave.** **Refer to Police Contract, Article 25.3.**
17. **Jury Duty Leave.** **Refer to Police Contract, Article 25.2.**



**18. Group Health Insurance Coverage. Refer to Police Contract, Article 22.**

**19. Uniforms. Refer to Police Contract, Article 19.**

**20. Pension.** Unless exempted by applicable law, rule or regulation the Lieutenant shall be eligible for participation in the OPERS Disability and Pension Fund (“the Fund”) under such rules and in such manner as the Fund may, from time to time, establish. Refer to current Police Contract

**21. Disciplinary Actions.** The Township through the Board is authorized to take such disciplinary actions as deemed necessary in the event the Lieutenant does not fulfill his employment duties, or in cases of unexcused absence, tardiness, or excessive absenteeism or in such other cases as the Board may determine. This would follow progressive discipline as outlined in the FOP contract.

**22. Termination of Employment.** Except as otherwise provided in Section 4, above, the Lieutenant’s employment with the Township may be terminated pursuant to the removal procedures provided in Ohio Revised Code 505.49 and 733.39 through 733.39. If the Lieutenant’s employment with the Township is terminated, the Lieutenant shall surrender to the Township in good condition any and all records, keys, and all other Township property and equipment. There shall be no payment of any benefit upon termination except an otherwise specifically provided in Sections 9, and 10 hereof, and then only under the conditions so provided therein.

**23. Status of Employment.** The Lieutenant is employed by the Township on an indefinite basis until such time as he or the Board terminates his employment. The Resolution shall not be construed as creating any contract of employment between the Township and the Lieutenant.

**24. Definitions.**

**(a) Active service** shall mean the time during which the Lieutenant is employed by the Township on a full-time basis as the full-time Lieutenant appointed pursuant to Ohio Revised Code Section 505.49 and is paid or entitled to payment, for the performance of duties for the Township, including that time of period of which he is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled nonworking days, vacation, and leaves of absence with pay. Notwithstanding anything to the contrary contained in this Resolution and unless otherwise specifically required by law, in no event shall the time spent in active service with the Township. Time spent on unpaid leave shall not be deemed to be time spent in active service with the Township.

**(b) Anniversary date** shall mean the first day following the first 365 days of active service by the Lieutenant.

**(c) Break in service** shall mean the period of time commencing on the date on which the Lieutenant is not entitled to payment for the performance of duties for the Township or on the date on which the Lieutenant’s employment with the Township is terminated. Upon a break in service involving an unpaid leave of absence, whether or not approved,



no further vacation, holiday and/or sick leave time shall accrue or be credited unless and until the Lieutenant is in active service with the Township.

**(d) Immediate family** shall, unless otherwise provided in this Resolution, mean the Lieutenant's spouse, children, stepchildren, grandchildren, step-grandchildren, father, mother, current stepfather and stepmother, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, half brother, half sister, current stepbrother, current stepsister, grandmother, grandfather, current step-grandfather, current step-grandmother, current mother-in-law, current father-in-law, current grandparents-in-law, and any other such person may be determined to constitute "immediate family".

**(e) Regular hourly rate** see (7. Compensation)

**(f) Retirement. Refer to Police Contract.**

**(g) Township** shall mean Franklin Township, Franklin County, Ohio.

**(h) Year of active service** shall mean 12 consecutive full calendar months during which the Lieutenant is in active service with the Township.

**(i) Years of continuous active service** shall mean the number of consecutive 12 full calendar month periods during which the Lieutenant is in active service.

**25. Entire Understanding.** Unless otherwise changed or modified by the Board after the effective date of this Resolution, or unless otherwise specifically required by applicable law, this Resolution constitutes the entire compensation and benefits afforded to the Lieutenant if and while this individual continues to serve on a full-time basis as the Lieutenant of Franklin Township, and for these purposes, all prior Resolutions, understandings, directives, and practices establishing or relating to any such benefits or compensation are hereby superseded in their entirety. **.(All other benefits not listed in this MOU i.e. wellness benefit, health insurance etc will reflect the current Fop contract)**

**26. Amendment, Modification and/or Termination of Resolution.** The Township, through the Board, shall have the right and authority to amend or otherwise modify this Resolution, from time to time, provided that no amendment or modification shall deprive the Lieutenant of previously accrued and vested vacation and/or sick leave benefits, or salary standing to his credit. Furthermore, while it is expected of the Township to continue this Resolution in substantially its present form, no obligation, contractually or otherwise, to do so is assured by the Township, and the Township expressly reserves the right to discontinue and/rescind this Resolution, in whole or in part, at any time.

**27. Interpretations, Determinations and Decisions.** To the fullest extent of the law, all interpretations, determinations, and decisions that regard to this Resolution and all matters relating thereto and contained herein shall be made by the Board and such interpretations, determinations and decisions on any such matter shall be final and binding on all persons.

**28. Duration of Resolution.** Except as otherwise herein before provided, this Resolution shall become effective on or as of (Dec 1, 2019) and will continue in full force and effect, until otherwise amended, modified and/or terminated by the Board; provided, however, that the



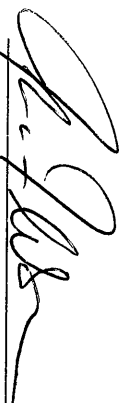


Township, through the Board, has the right and authority to amend, modify and/or terminate the Resolution as set forth above.

**29. Acknowledgement and Acceptance of Employment.** The Lieutenant shall sign a statement, which is to be returned to the Board stating, in effect, that the Lieutenant has read the foregoing Resolution and fully understands and agrees with its terms and accepts employment with the Township under the terms stated herein.

*The Resolution shall take effect and be in force from and after the earliest time provided by law.*

Adopted: \_\_\_\_\_

  
John Fleshman, Trustee      Date      8-7-2020

Attested and Certified

\_\_\_\_\_  
Ralph Horn, Trustee      Date



  
Mary Rinehart, Fiscal Officer

  
Areph Alex, Trustee      Date 8-7-20

**JOB DESCRIPTION  
LIEUTENANT  
FRANKLIN TOWNSHIP  
Attachment (A)**

The Lieutenant shall be the executive officer below the Chief of Police of the Franklin Township Police Department and shall direct the development of goals and objectives for the Police Department as directed by the Chief of Police. The Lieutenant shall control the assigning and transferring of all officers, and employees of the Police Department. He shall have the right to issue general, special, or verbal orders whenever he shall deem it necessary. The Lieutenant shall actively participate in problem solving regarding community affairs and investigate and respond to civilian complaints.

The Lieutenant shall analyze information received from subordinates and others and recommend improvements and implement appropriate corrective actions as necessary. The Lieutenant shall assess and recommend capital improvement projects and major equipment purchases to the Chief of Police.

The Lieutenant shall develop and empower a staff of effective officers and ensure provision of adequate training and guidance to allow departmental personal professional growth. The Lieutenant shall provide oversight of all departmental components, prevention, emergency medical services, training, and inspection and insure divisions are adequately staffed and provided with appropriate tools.

The Lieutenant shall maintain positive working relationships with other Township Departments and work closely with the Chief of Police. The Lieutenant shall ensure maintenance of proper staffing levels and participate in the employment and promotional processes.

The Lieutenant shall handle day to day paperwork including the responsibility for maintaining an effective schedule, completing payroll.

The Lieutenant shall provide direct supervision of the Department shall indirectly supervise all Police department employees.

The Lieutenant shall upon all occasions see to it that the laws of the United States, the State of Ohio and the Resolutions of the Franklin Township Board of Trustees applicable to the Police Department are faithfully observed and that all orders of the Chief of Police are enforced.

The Lieutenant shall be the custodian of all property of the Police Department. He shall see to it that the officers are fully equipped and ready for service at all times in order that efficient and safe service can be rendered. The Lieutenant shall keep the Chief of Police informed as to the requirements of the Department and matters pertaining to the services as may add to the efficiency of the Department or the improvements of police service in all sections of the Township. He shall also make such suggestions and recommendations to the Chief of Police as will tend to increase the efficiency of the Police Department. The Lieutenant shall prepare



such budget estimates and plans as directed and shall foster and promote community awareness of the Police Department and its mission.

The Lieutenant shall have the right to make inspections of all Department employees while on duty and may require full and complete reports from any members of the department concerning their conduct. The Lieutenant shall report to the Chief of Police any employees of the Police Department who, in his opinion, by reason of age, disease, accident or their incompetency, cannot properly perform the duties of the position to which said member is assigned.

At all emergency situations, the Lieutenant shall have the ultimate control and command over all apparatus and Department employees absent the Chief of Police. The Lieutenant shall give such orders and adopt such measures as he deems necessary for the protection of property and person, and the preservation of order. The Lieutenant shall cause to be arrested any person acting in a manner detrimental to protection of life and property. He shall immediately relieve from that tour of duty any employee of the Department who refuses to obey his orders.

The Lieutenant shall have the right and obligation to recommend to the Chief of Police the suspension, reduction or removal of any of the officers or employees in the Police Department and under his management and control for incompetence, gross neglect of duty, gross immorality, habitual drunkenness, failure to obey orders given to him by proper authority and for any other failure of good behavior and for violation of any rule or regulation of the Department. The Lieutenant shall have the authority to investigate any conduct which gives or may give rise to any such charges and to prepare and file with the Chief of Police any such charge (s).

The Lieutenant shall be responsible for the enforcement of discipline in the Police Department and shall hold commanding officers strictly responsible for their commands. He shall have the right to reprimand members of the Police Department, whether verbally or in writing in order to maintain discipline and order and to take such other corrective action as may be permitted or authorized under the collective bargaining agreement. The Lieutenant shall maintain a comprehensive system to appraise employee performance with mediation steps included and shall apply decision making and foster initiative in such manner that results in high morale within the Department.

The Lieutenant shall be responsible for ensuring that all division personnel are properly certified and recertified for all business relating to law enforcement. The Lieutenant shall ensure that all training programs are up-to-date and appropriate to the needs of the members of the Department. The Lieutenant shall keep himself current and knowledgeable with respect to methods and procedures generally affecting the police department and its operations.

The Lieutenant's full working time and effort shall be devoted to his employment as the Franklin Township Lieutenant. His regularly scheduled hours of work shall total forty (40) hours per week, but he shall also work such other or additional hours as may, from time to time be necessary to fulfill his duties as Franklin Township Lieutenant and as may, from time to time, be requested by the Chief of Police.

The Lieutenant shall be exempt from the Fair Labor Standards Act (29 United States Code 201 ET sec.) under the Executive Employee Exemption as defined at 29 U.S.C. 213(a)(1) and 29 Code of Federal Regulations 541.1.

The Lieutenant shall have and maintain certification as a full-time police officer under the laws of the state of Ohio. The Lieutenant shall also have and maintain a valid Ohio driver's license and shall maintain a driving record such that he is and remains insurable under Franklin Township's automobile liability insurance policies.



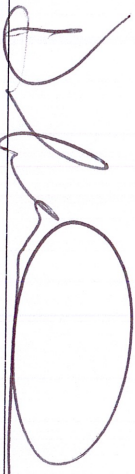
The Lieutenant shall report directly to the Franklin Township Chief of Police.

**Acknowledge and Acceptance of Employment**

I ( David Ratliff ) have read and fully understand resolution number 20- and agree with its terms and accept employment as Lieutenant with Franklin Township, under the terms stated herein.

( David Ratliff )

DAVID RATLIFF  
Name Printed

  
Signature

7/23/20  
Date

John Flesman, Chair

Date

  
Ralph Horn, Vice-Chair

7/29/20  
Date

  
Areyh Alex, Trustee

Date

*Mary Rhinehart*  
Mary Rhinehart, Fiscal Officer 2020443

*1/30/2020*  
Date