

## Resolution 2021-136

### Hiring and Establishing the Term & Conditions of Employment of Assistant Fire Chief

The Board of Trustees of Franklin Township, Franklin County, Ohio met in person in a regular session at 6:30 p.m. on Thursday, September 23, 2021, and the following trustees were present:

**Horn:**  YES/ NO    **Fleshman:**  YES/ NO    **Alex:**  YES/ NO

*Alex made a motion for the adoption of the following resolution:*

WHEREAS, the Board desires to employ Robert Arnold as Assistant Fire Chief 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 Assistant Fire Chief as a form of compensation;

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 September 29, 2021, and subject to his acceptance hereof the Township hereby employs Robert Arnold as the Assistant Fire Chief of the Franklin Township Fire Department, subject to the following terms:

**Job Description and Duties.** The Assistant Fire Chief shall serve as the Assistant Fire Chief for the Township on an indefinite basis and shall perform and discharge faithfully, diligently and to the best of his ability, the responsibilities of Assistant Fire Chief, a general description of which is attached hereto as "Attachment A" and incorporated herein. The Assistant Fire Chief shall also perform such other tasks and undertake such duties as the Board or its designee may from time to time request. The Assistant Fire Chief shall not be engaged in any business activity other than on behalf of and as directed by the Township, whether or not such business activity is pursued gain, profit, or other pecuniary advantages without the prior written approval of the Board of Trustees. The Assistant Fire Chief's full working time and effort shall be devoted to his employment with the Township.

**Rules and Regulations.** The Assistant Fire Chief 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 Fire Department and its dispatching operations, regulations guarding against the occurrence of fires and the protection of property and lives, all applicable fire codes and all applicable federal, state and local laws and regulations.

**Continuing Employment Qualifications.** The Assistant Fire Chief shall obtain and maintain a current Ohio driver's license, full-time firefighter certification, and such other certifications and/or licenses as may, from time to time, be required by the Board. The Assistant Fire Chief 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.**

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**Probationary Period.** The Assistant Fire Chief will be required to successfully complete a Sixty (60) day probationary period commencing September 29, 2021, through November 28, 2021. In the event the Board of Trustees or Robert Arnold determines that he can no longer fulfill the duties of Assistant Fire Chief anytime within the probationary period, Robert Arnold shall be afforded the opportunity to return to the position of Fire Captain.

**Longevity pay.** The Assistant Fire Chief will be eligible to receive a longevity bonus based upon the number of completed consecutive years of continuous full-time active service with the Fire Department. Refer to Firefighters Contract, Article 40.

**Work Hours.** The Assistant Fire Chief's full working time and effort shall be devoted to his employment as the Franklin Township Assistant Fire Chief. His regularly scheduled hours of work shall total forty (40) hours per week at a minimum, additionally, he shall also work such other or additional hours as may, from time to time be necessary to fulfill his duties as Franklin Township Assistant Fire Chief and as may, from time to time, be requested by the Board of Trustees.

**Compensation.** The entire compensation to be paid to the Assistant Fire Chief if and while employed during the probationary period (as set forth in section 4 above) by the Township on a regular full-time basis as the Franklin Township Assistant Fire Chief, for all services performed by him, shall be based upon an annual salary of six percent above current Captains pay during his probationary period, and another three percent after the termination of the probationary period. This amount is payable in biweekly installments. As a result, upon successful completion of the probationary period the entire compensation to be paid to the Assistant Fire Chief if and while employed by the Township on a regular full-time basis as the Franklin Township Assistant Fire Chief, for all services performed by him shall be a total of nine percent above the current Captain's pay (or such higher salary as the Board may, in its absolute and sole discretion from time to time, determine), with this amount being payable in biweekly installments. In addition, upon successful completion of an approved Bachelor's degree, the Assistant Fire Chief shall be entitled to a 3 percent wage increase. Refer to Firefighters Contract, Article 39.

All compensation received by the Assistant Fire Chief shall be subject to withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to withholding from employee wages, and further subject to the withholding required for pension contributions and further subject to withholding for any other deductions or charges as may, from time to time, be authorized in writing by the Assistant Fire Chief and agreed to by the Board. The Assistant Fire Chief shall be exempt from the overtime provisions of the Fair Labor Standards Act (29 U.S.C. §§201 et seq.) under the Executive Employee Exemption.

**Use of Vehicle.** The Assistant Fire Chief 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 Assistant Fire Chief for commuting to and from his Township employment and to respond directly from home to an emergency and/or other work-related situation.

**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 Assistant Fire Chief working an average 40-hour week shall accrue vacation leave by pay period based on years of active service. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of active service is completed. Refer to Firefighters Contract, Article 37.

**Holiday Compensation.** While in active service with the Township the Assistant Fire Chief shall be entitled to eight (8) hours of holiday credit for each holiday referred to in Ohio Revised Code

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511.10, which time shall accrue on a calendar year basis and be credited on each January 1st. Refer to Firefighters Contract, Article 36.

Sick Leave. The Assistant Fire Chief shall accrue sick leave with pay at the rate of 4.62 hours for each completed pay period. Refer to Firefighters Contract, Article 34.

Injury Leave. The Assistant Fire Chief 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 Firefighters Contract, Article 33.

Disability Leave.

Family & Medical Leave. Refer to Firefighters Contract, Article 43.

Bereavement Leave. Refer to Firefighters Contract, Article 35.

Jury Duty Leave. Refer to Firefighters Contract, Article 19.

Group Health Insurance Coverage. Refer to Firefighters Contract, Article 38.

Uniforms. Refer to Firefighters Contract, Article 29.

Pension. Unless exempted by applicable law, rule, or regulation the Assistant Fire Chief shall be eligible for participation in the Police and Firemen's Disability and Pension Fund ("the Fund") under such rules and in such manner as the Fund may, from time to time, establish.

Contributions. Refer to: Firefighters Contract Article 39, section 7.

No Guarantee of Interest. The Township does not in any way guarantee the Fund or any accounts held thereunder from loss or depreciation, nor is eligibility or payment guaranteed to the Assistant Fire Chief or any other person.

Determinations and Interpretations. To the fullest extent permitted by law, all determinations and interpretations relating to the Fund, including, but not limited to those dealing with eligibility and contributions, shall be made by the Board, whose decision shall be final.

Retirement, Termination, Resignation or Layoff. Payout of accrued leave shall be in accordance with Article 30 of the Firefighters Contract.

Disciplinary Actions. The Township through the Board is authorized to take such disciplinary actions as deemed necessary in the event the Assistant Fire Chief 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.

Termination of Employment. Except as otherwise provided in Section 4, above, the Assistant Fire Chiefs shall not be removed from employment or demoted to the rank of Captain except for cause and in accordance with the removal procedures provided in Ohio Revised Code 505.38 and 733.39 through 733.39. If the Assistant Fire Chief's employment with the Township is terminated, the Assistant Fire Chief 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 8 and 10 hereof, and then only under the conditions so provided therein.

Status of Employment. The Assistant Fire Chief 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 Assistant Fire Chief, and the Township through the Board retains the right to deal with the Assistant Fire Chief and to terminate his employment at any time, and/or to amend, modify and/or create any benefit and/or condition set forth herein, to the same extent as though this Resolution had not been created. The Assistant Fire Chief may, in his sole and absolute discretion, upon thirty-day written notice to the Board of Trustees voluntarily elect to return to the rank of Captain.

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#### Definitions.

Active service shall mean the time during which the Assistant Fire Chief is employed by the Township on a full-time basis as the full-time Assistant Fire Chief appointed pursuant to Ohio Revised Code Section 505.38 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 non-working 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.

Anniversary date shall mean the first day following the first 365 days of active service by the Assistant Fire Chief with the Township.

Break-in service shall mean the period of time commencing on the date on which the Assistant Fire Chief is not entitled to payment for the performance of duties for the Township or on the date on which the Assistant Fire Chief'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 Assistant Fire Chief is in active service with the Township.

Immediate family shall, unless otherwise provided in this Resolution, mean the Assistant Fire Chief'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".

The regular hourly rate shall mean that figure obtained by dividing the Assistant Fire Chief's annual base salary by 2080 hours.

Township shall mean Franklin Township, Franklin County, Ohio.

Year of active service shall mean 12 consecutive full calendar months during which the Assistant Fire Chief is in active service with the Township.

Years of continuous active service shall mean the number of consecutive 12 full calendar month periods during which the Assistant Fire Chief is in active service.

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 Assistant Fire Chief if and while this individual continues to serve on a full-time basis as the Assistant Fire Chief 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.

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 Assistant Fire Chief of previously accrued and vested vacation and/or sick leave benefits 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.

Interpretations, Determinations, and Decisions. To the fullest extent of the law, all interpretations, determinations, and decisions that regard this Resolution and all matters relating

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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.

Duration of Resolution. Except as otherwise hereinbefore provided, this Resolution shall become effective on or as of September 29, 2021, 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.

1. Acknowledgment and Acceptance of Employment. The Assistant Fire Chief shall sign a statement, which is to be returned to the Board on or before September 29, 2021 stating, in effect, that the Assistant Fire Chief 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.

*Horn seconded the motion; with no discussion, the roll was called and the vote was as follows:*

**Horn:** YES/NO      **Fleshman:** YES/NO      **Alex:** YES/NO

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Trustee Ralph Horn, 2021 Chair

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Trustee John Fleshman, 2021 Vice-Chair

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Trustee Aryeh Alex

*Attested to on this 23rd day of September, 2021:*

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Fiscal Officer/Assistant Fiscal Officer