

**RESOLUTION (2021-182)**

**A RESOLUTION HIRING AND ESTABLISHING THE TERMS  
AND CONDITIONS OF EMPLOYMENT FOR THE  
FRANKLIN TOWNSHIP ROAD SUPERINTENDENT**

**PREAMBLE**

WHEREAS, the Board desires to employ James M Stevens as Road Superintendent 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 Road Superintendent 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 10/1/2008 and subject to his acceptance hereof the Township hereby employs James M Stevens as the Road Superintendent of the Franklin Township Road Department, subject to the following terms and

**1. Job Description and Duties.** The Road Superintendent shall serve as the Road Superintendent for the Township on an indefinite basis and shall perform and discharge faithfully, diligently and to the best of his ability, the responsibilities of Road Superintendent, a general description of which is attached hereto as "Attachment A" and incorporated herein. The Road Superintendent shall also perform such other tasks and undertake such duties as the Board or its designee may from time to time request.

**2. Rules and Regulations.** The Road Superintendent 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 Road Department and the protection of property and lives, all applicable federal, state and local laws and regulations.

**3. Continuing Employment Qualifications.** The Road Superintendent shall obtain and maintain a current Ohio driver's license, other certifications and/or licenses (or Equivalent) as may, from time to time, be required by the Board. The Road Superintendent 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. The Road Superintendent will be required to attend yearly continuing/ongoing education pertaining to his position and with the board's approval.

**4. Probationary Period.** The Road Superintendent will be required to successfully complete a one (1) year probationary period commencing October 01, 2008 through October 01, 2009. In the event the Board of Trustees or James Stevens determines that he can no longer fulfill the duties of Road Superintendent anytime within the first year.

**5. Longevity pay.** The Road Superintendent, will be eligible to receive a longevity bonus based upon the number of completed consecutive years of continuous full-time active service with the Road Department.

**0 – 4 Years of Service = \$0.00**

**5 – 9 Years of Service = \$410.00**

**10 – 15 Years of Service = \$800.00**

**16 – 20 Years of Service = \$950.00**

**After 20 Years of Service = \$1,100.00**

**6. Work Hours.** The Road Superintendent's 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 Road Superintendent. The Road Superintendent may Flex his time from Time to Time to accommodate certain activities.

**7. Compensation.** See Attachment (B)

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

**9. Vacation Time.** The vacation year shall end at the close of business on his Anniversary Date. The Road Superintendent 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 (Anniversary Date). **See Attachment (B)**

**10. Holiday Compensation.** While in active service with the Township the Road Superintendent shall be entitled to eight (8) hours of holiday credit for each holiday ( 11 Total ) referred to in Ohio Revised Code 511.10, which time shall accrue on a calendar year basis and be credited on each January 1 of each year.

**11. Sick Leave.** The Road Superintendent shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period.

**12. Injury Leave.** The Road Superintendent 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.



**13. Disability Leave.**

**14. Family & Medical Leave.**

The Road Superintendent may if needed participate in the F.M.L.A program.

**15. Bereavement Leave.**

The Road Superintendent will receive up to (3) consecutive days off with Pay for Funeral Leave for Immediate Family members. Refer to Section 23 (D) for Immediate Family.

**16. Jury Duty Leave.**

If the Road Superintendent serves on any duly constituted Jury, the Road Superintendent shall be paid for the hours necessarily absent from work up to eight (8) hours of Straight-Time pay per day. The Road Superintendent will notify the Board of Trustees of any Jury Notice.

**17. Group Health Insurance Coverage.**

The Township agrees to provide to the Road Superintendent and Family members same as provided to all other Township Employees Vision care, Dental care, Group Hospital, Surgical and Major Medical Insurance. This rate will reflect Road Department rates for "Employee & Spouse" The Township further agrees to provide Group Life Insurance in the amount of \$25,000.00 to the Road Superintendent.

**18. Uniforms.**

The Township will provide to the Road Superintendent free of charge "Required Work Attire" Annually that will include:

(5) T-shirts and (5) pair of Work Jeans, (1) Safety Rain Jacket, (1) pair of Rubber Boots, (1) pair of Steel Toe work boots not to exceed \$200.00 when needed, (1) Winter Jacket, (2) Dress Shirts for Meeting Purposes.

**19. Pension.** Unless exempted by applicable law, rule or regulation the Road Superintendent 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.

**(a) Contributions.** Township agrees to pay the employee portion of the OPERS benefit

**(b) 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 Road Superintendent or any other person.

**(c) 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.

**20. Disciplinary Actions.** The Township through the Board is authorized to take such disciplinary actions as deemed necessary in the event the Road Superintendent 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 shall be done in a Progressive Disciplinary Action



manner. (1) Oral reprimand, (2) Written reprimand which will be taken out of the Employee File after 6 Months if no further infractions (3) Suspension

**21. Termination of Employment.** The Road Superintendent'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 Road Superintendent's employment with the Township is terminated, the Road Superintendent shall surrender to the Township in good condition any and all records, keys, and all other Township property and equipment. If Termination is "Without Cause" all unused Vacation Time and Sick Time will be paid out in Full upon termination specifically provided in Sections 9, 10 and 11 above. The Road Superintendent will also receive a 90 Day Severance Package to include pay and Insurance Benefits. Termination "With Cause" the Road Superintendent will be paid all Vacation Time accrued and 3/4 of the Accrued Sick Time.

**22. Status of Employment.** The Road Superintendent is employed by the Township on an indefinite basis until such time as he or the Board terminates his employment.

**23. Definitions.**

(a) **Active service** shall mean the time during which the Road Superintendent is employed by the Township on a full-time basis as the full-time Road Superintendent appointed pursuant to Ohio Revised Code Section **5571.02** 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 from Hire date (10-01-2008) by the Road Superintendent with the Township and every Full Year of Employment there after.

(c) **Break in service** shall mean the period of time commencing on the date on which the Road Superintendent is not entitled to payment for the performance of duties for the Township on the date on which the Road Superintendent'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 Road Superintendent is in active service with the Township.

(d) **Immediate family** shall, unless otherwise provided in this Resolution, mean the Road Superintendent'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** shall mean that figure obtained by dividing the Road Superintendent's annual base salary by 2080 hours.

(f) **Retirement.**

At the time that the Road Superintendent Retires, all unused Vacation Time & Sick Time will be paid out in full at the current Salary Rate at time of Retirement. In the event of Retirement (3) Years prior to Retirement the Road Superintendent can cash out and "Transfer" 1/3 of his accrued Sick Time to his Differed Comp account.

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

(h) **Year of active service** shall mean 12 consecutive full calendar months starting and ending on his Anniversary Date during which the Road Superintendent is in active service with the Township.

(i) **Years of continuous active service** shall mean the number of consecutive 12 full calendar month periods starting and ending on his Anniversary Date (Hire Date 10-01-2008) during which the Road Superintendent is in active service.

**24. 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 Road Superintendent if and while this individual continues to serve on a full-time basis as the Road Superintendent 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.

**25. Amendment, Modification` 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 Road Superintendent of Compensations or previously accrued and vested Vacation, Comp Time 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.

**26. 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.

**27. Duration of Resolution.** Except as otherwise herein before provided, this Resolution shall become effective on or as of 1/1/2018 and will continue in full force and effect, until otherwise amended, or modified by the Board.

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

### Acknowledge and Acceptance of Employment

I James M. Stevens have read and fully understand resolution number 21-\_\_\_\_\_ and agree with its terms and accept employment as Road Superintendent with Franklin Township, under the terms stated herein. This Agreement will go into effect on date signed and date back to October 1, 2021.

James M. Stevens

JAMES M. STEVENS  
Name Printed

JMS 11-5-2021  
Signature / Date

### Trustee Signatures

Raymond Horn

Date: 11-5-2021

[Signature]

Date: 11-11-2021

[Signature]

Date: 11-11-2021



**JOB DESCRIPTION  
ROAD SUPERINTENDENT  
FRANKLIN TOWNSHIP**

**Attachment (A)**

The Road Superintendent shall be the Executive and Chief Officer of the Franklin Township Road Department and shall direct the development of goals and objectives for the Road Department and establish and implement operational policies and procedures to assure attainment of goals in conjunction with appropriate staff.

The Road Superintendent shall control the assigning of all employees of the Road Department. He shall have the right to issue general, special, or verbal orders whenever he shall deem it necessary.

The Road Superintendent shall represent the department at public meetings and serve as the primary departmental spokesperson.

The Road Superintendent shall actively participate in problem solving regarding community affairs and investigate and respond to civilian complaints.

The Road Superintendent shall assess the need and establish priorities for capital improvement projects and major equipment purchases.

The Road Superintendent shall recommend action to the Board of Trustees and plan, prepare and submit departmental budget requests.

The Road Superintendent shall assist the Township Clerk in the preparation of Township budgets and monitor departmental activities to assure expenditures are within approved budgetary guidelines.

The Road Superintendent shall develop and empower a provision of adequate training and guidance to allow departmental and personal professional growth.

The Road Superintendent shall provide oversight of all departmental components, prevention, training, and inspection and insure divisions are adequately staffed and provided with appropriate tools.

The Road Superintendent shall maintain positive working relationships with other Township Departments and work closely with the Franklin County Engineers Office.

The Road Superintendent shall ensure maintenance of proper staffing levels and participate in the employment and promotional processes.

The Road Superintendent may provide Recommendations if asked to the Board of Trustees during Contract Negotiations.

The Road Superintendent shall prepare reports for the Board of Trustees and present reports at Trustee meetings recommending policy and appropriate departmental improvements for Trustees consideration.

The Road Superintendent shall provide direct supervision of the Department, shall directly supervise all Road Department employees.

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

The Road Superintendent shall be the custodian of all property of the Road Department. He shall see to it that the Road Department employees are fully equipped and ready for service at all times in order that efficient and safe service can be rendered.

The Road Superintendent shall keep the Board of Trustees informed as to the requirements of the Department and all matters pertaining to the services as may add to the efficiency of the Department or the improvements of Township needs in all sections of the Township. He shall also make such suggestions and recommendations to the Board of Trustees as will tend to increase the efficiency of the Road Department.

The Road Superintendent shall prepare such budget estimates and plans as directed and shall foster and promote community awareness of the Road Department and its mission.

The Road Superintendent 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 Road Superintendent shall report to the Board of Trustees any employees of the Road 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 Road Superintendent shall have the ultimate control and command over all apparatus and Department employees.

The Road Superintendent shall have the right and obligation to recommend to the Board of Trustees the suspension, reduction or removal of any of the employees in the Road Department and under his management and control for incompetence, gross neglect of duty, gross immorally, 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 Road Superintendent 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 Board any such charge (s).

The Road Superintendent shall be responsible for the enforcement of discipline in the Road Department and shall hold employees strictly responsible for their commands. He shall have the right to reprimand members of the Road 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 Road Superintendent 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 Road Superintendent shall attend local, state and national conferences as authorized from time to time, by the Board of Trustees that pertain to the Road Department needs.

The Road Superintendent shall ensure that all training programs are up-to-date and appropriate to the needs of the members of the Department.

The Road Superintendent shall keep himself current and knowledgeable with respect to methods and procedures generally affecting the Road Department and its operations.

The Road Superintendent full working time and effort shall be devoted to his employment as the Franklin Township Road Superintendent. 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 Road Superintendent and as may, from time to time, be requested by the Board of Trustees. These additional hours will be accrued as "Flex Time" at a rate of 1 (Hour) = 1 (Hour) and added to the Road Superintendent's Flex Time Bank.

The Road Superintendent 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 Road Superintendent shall report directly to the Franklin Township Board of Trustees.

## Attachment (B)

**Compensation.** The entire compensation to be paid to the Road Superintendent by the Township on a regular full-time basis as the Franklin Township Road Superintendent, for all services performed by him, shall be based upon his current salary. This amount being payable in biweekly installments.

**Positional wage increase.** The rate of compensation of the Road Superintendent will be \$36.04 per hour. The Road Superintendent will receive an Annual Cost of Living increase the First Full Pay Period in January a Minimum of 3.5% and be given an Annual Performance Evaluation with a minimum of a 1.5% Merit Increase . This Performance Evaluation will be performed by the end of January and if not done by the end of January the 1.5% Merit Increase will be automatically added.

**Compensatory Time.** The Road Superintendent will be allowed to accumulate **FLEX** time to a Maximum time of 120 Hours per Calendar year. Compensatory Time shall not carry over from year to year. FLEX time accrued can be taken at any time throughout the Calendar year and does not have to be used during the Pay Period it was accrued.

**Vacation Time.** Vacation time will be credited and Front Loaded on an annual bases on the Anniversary Date of October 1<sup>st</sup>. vacation Schedule will be as follows:

After 1 Year – 1 Week (40 Hours)

After 2 Years – 2 Weeks (80 Hours)

After 5 Years – 3 Weeks (120 Hours)

After 10 Years – 5 Weeks (200 Hours)

After 15 Years – 6 Weeks (240 Hours)

The Road Superintendent has the ability to Cash Out up to 160 Hours of unused vacation Time Annually and can Carry Over vacation time from Year to Year.



