

Resolution 2022-027

Accept James (Jim) Stevens Revised Memo of Understanding

The Board of Trustee of Franklin Township, Franklin County, Ohio met in person in a Regular Session at 6:00p.m. on Thursday, February 10, 2022 and the following trustees were present:

Leezer: YES/ NO **Horn:** YES/ NO **Fleshman:** YES/ NO

Leezer made a motion for the adoption of the following resolution:

BE IT RESOLVED BY THE Board of Trustees of Franklin Township, Franklin County, Ohio that the Board approves to accept the revised Memo of Understanding (MOU) between Franklin Township Board of Trustees and Road Superintendent, James (Jim) Stevens effective immediately.
(See attached Exhibit A)

Horn seconded the Resolution; the roll was called for its adoption and the vote was as follows:

Leezer: YES/ NO **Horn:** YES/ NO **Fleshman:** YES/ NO

Trustee James Leezer, 2022 Chairman

Trustee Ralph Horn, 2022 Vice-Chair

Trustee John Fleshman

Attested to on this 10th day of February, 2021:

Fiscal Officer Nick Dunn/
Assistant Fiscal Officer Robyn Watkins

RESOLUTION 2022-027

**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 M. 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 of October 1st. The Road Superintendent working an average 40-hour week shall be granted Vacation Time based on years of active service. 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 4.62 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 Bereavement Leave for Immediate Family as outlined in Section 23(d) below.

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 \$240.00 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 thereafter.
- 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 10/1/2021 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 **2022-027**, 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 retro back to October 1, 2021.

James M. Steven

Name Printed

10/01/2021
Signature / Date

Trustee James Leezer, 2022 Chairman

Trustee Ralph Horn, 2022 Vice-Chair

Trustee John Fleshman