

Resolution 2023-283
A Resolution Accepting the Revised Terms and Conditions of Employment
for the Police Lieutenant Position

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, December 14, 2023. The trustee marked below made a motion for the adoption of the following Resolution:

Fleshman

Leezer

Horn

BE IT RESOLVED by the Board of Trustees of Franklin Township, Franklin County, Ohio, that the Board has read and approved the revised terms and conditions of employment and job description for the Police Lieutenant position as outlined in the attached Memo of Understanding. (Exhibit A & A1)

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption.

The following trustee marked below seconded the motion:

Fleshman

Leezer

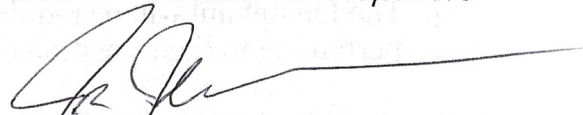
Horn

Roll was called for the adoption of the Resolution, and the vote was as follows:

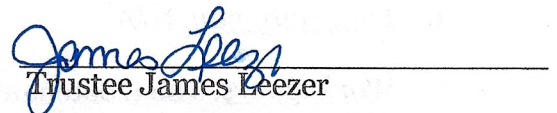
Fleshman: YES/ NO

Leezer: YES/ NO

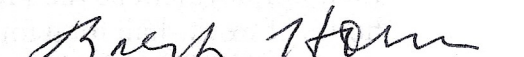
Horn: YES/ NO



Trustee John Fleshman

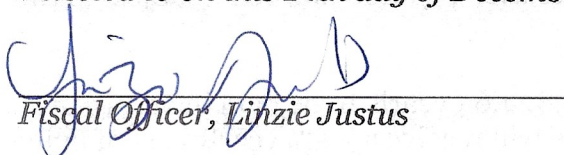


Trustee James Leezer



Trustee Ralph Horn

Attested to on this 14th day of December 2023



Fiscal Officer, Linzie Justus

Exhibit A – Resolution 2023-283
MEMO OF UNDERSTANDING BETWEEN FRANKLIN TOWNSHIP AND
EMPLOYEE DAVID RATLIFF IN THE POSITION OF
FRANKLIN TOWNSHIP POLICE LIEUTENANT

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 their 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 their 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 of Trustees, 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 of Trustees. 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 of Trustees 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.**
4. The Lieutenant will be required to attend yearly continuing/ongoing education pertaining to their position and with the Board of trustee’s approval.
5. Probationary Period. Waived
6. Longevity pay. N/A
7. Work Hours. The Lieutenant’s full working time and effort shall be devoted to their employment as the Franklin Township Lieutenant. Their 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 their 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.
8. 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 following the first full pay period following the anniversary date of the initial Resolution dated December 1, 2019.

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9. Use of Vehicle. The Lieutenant is hereby authorized to use a Township owned or leased vehicle as designated by the Board of Trustees, 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 their Township employment and to respond directly from home to an emergency and/or other work-related situations.
10. Use of cell phone. The Township will provide the Lieutenant with a cell phone to be used for Township related communication only. 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.
11. 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 eight (8) hours.
12. Holiday Compensation. The following are designated as paid holidays after six months continuous active service:
 - 1) New Year's Day, January 1
 - 2) Martin Luther Kind Day, January 15
 - 3) President's Day, the 3rd Monday in February
 - 4) Memorial Day, the last Monday in May
 - 5) Juneteenth, June 19
 - 6) Independence Day, July 4
 - 7) Labor Day, the first Monday in September
 - 8) Columbus Day, the second Monday in October
 - 9) Veteran's Day, November 11
 - 10) Thanksgiving Day the 4th Thursday in November
 - 11) Christman Day, December 25

Personal Days: five (5) days per year (chosen at employee's option, with the approval of the Police Chief) Personal days must be used in the calendar year awarded or forfeited

13. Sick Leave. The Lieutenant shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period.
14. Injury Leave. Injury Leave with Pay.
 - A. All employees may be granted injury leave with pay not to exceed six (6) calendar months (1040 work hours) for each service-connected injury, provided such

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- injury is reported to the employee's immediate supervisor not more than three (3) days from the date such injury is known to the employee.
- B. Service-connected injuries are defined as injuries received while acting within the scope of and arising out of an employee's employment as a full-time employee with the Township. Injury leave may be granted for all service-connected injuries. Injuries occurring other than in the scheduled and paid working hours shall be presumed to be nonservice connected unless the employee can demonstrate that the employee was engaged in the actual performance of the duties of the employee's position on behalf of the Township.
 - C. If injury leave is approved, time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an on-duty injury shall be charged to injury leave.
 - D. If there is a recurrence of a previous service-connected injury, the employee may be granted injury leave with pay not to exceed the balance of six (6) calendar months, (1040 work hours) provided that the recurrence is reported to the employee's immediate supervisor not more than three (3) days from the date such recurrence occurs.
 - E. As a condition of receipt of injury leave benefits, an employee must apply for worker's compensation benefits under the Ohio workers' compensation program as soon as practicable. This condition shall be imposed for all alleged service-connected injuries and all alleged recurrences of the same. Copies of all Workers' Compensation applications shall be submitted to the Township Administrator/Fiscal Department. The employee shall endorse to the Township any and all wage and salary benefits awarded to the employee by the Ohio Workers Compensation system which extend over the same time period for which the employee is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, the employee may be required to execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.
 - F. The employee is prohibited from working special duty while on injury leave. In addition, an employee on injury leave is prohibited from performing any other work for compensation unless such other work is otherwise permitted to be performed by employees receiving temporary total disability compensation under the laws, rules and/or regulations of the Ohio Bureau of Workers' Compensation.

Injury Leave Administration and Reporting.

- A. Upon an employee's timely report of a service-connected injury, a report of the cause of the injury, signed by the immediate supervisor shall be submitted to the Police Chief as soon as practicable.
- B. No employee shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the employee to be examined by a physician appointed and paid for by Franklin Township. In addition, or in the alternative, an employee may, from time to time, also be required to obtain and present a medical report from the employee's personal physician which clearly sets forth that the employee is unable to perform the

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employee's regular (and/or restricted) duties as the direct result of a service-connected injury. No employee on injury leave shall return to work without the written approval of an attending physician and, at the Board of Trustee's option, the written approval of a physician appointed and paid for by Franklin Township. If, in the reasonable judgment of the Board of Trustees, the injury is such that the employee is capable of performing the employee's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the employee in writing and deny and/or cancel injury leave with pay.

- C. While an employee's request for injury leave is pending, the employee may use and/or be placed on accrued but unused sick leave, vacation leave, or compensatory time, which time usage shall be recredited to the employee's appropriate leave balance(s) upon certification by the Board of Trustees that injury leave has been approved. If injury leave is not approved by the Board of Trustees, the employee will be charged the designated leave initially used.
- D. If injury leave is approved by the Board of Trustees and the Bureau of Worker's Compensation disapproves wage and/or salary benefits in connection with the claimed service-connected injury, then the injury leave initially granted shall be charged to the employee's accrued but unused sick leave, vacation leave and/or compensatory time balances.

15. Disability Leave.

Family & Medical Leave. Eligibility and Leave Provisions. Eligible employees are afforded up to twelve (12) workweeks of Family and Medical Leave Act (FMLA) leave a year for one or more of the following reasons: for the birth of a child; for the placement of a child with an employee for purposes of adoption or foster care; to provide care for a spouse, child or parent ("family employee") with a serious health condition; or due to a serious health condition rendering the employee unable to perform the functions of their or her position.

An eligible employee is entitled to twelve (12) workweeks of FMLA leave during a rolling twelve (12) month period, which period shall be measured backwards from the date the leave is used. To be eligible for leave, the employee must be employed at Franklin Township for at least twelve months and have worked 1,250 hours during the preceding twelve (12) months. The twelve (12) months necessary to meet the threshold requirement of twelve (12) months of work do not need to be consecutive months. No employee is eligible for FMLA leave if the Franklin Township is not a covered employer under the Act (meaning, at present, that it has fewer than fifty (50) employees on its payroll at the time this leave is requested). FMLA leave is available to eligible employees regardless of their gender. Leave taken for the birth, adoption or foster care placement of a child must be taken within twelve (12) months of the birth or placement. If an employee's spouse is also employed by Franklin Township, the employee and his or her spouse are limited to a combined total of twelve (12) work weeks of leave for the birth, adoption, or foster care placement of a child.

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Responsibilities of Employee:

NOTICE:

The employee must provide thirty (30) days' notice to the Franklin Township Administrator prior to taking FMLA leave if the need for the leave is foreseeable. If thirty (30) days' notice is not possible, notice must be given as soon as practicable. The notice must include the date the leave is to commence and the date the employee expects to return to work. If leave is to be taken due to a foreseeable serious health condition of the employee, the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt operations of the Township.

EXHAUSTION OF PAID LEAVE

Once an employee has given notice of his or her intention to take FMLA leave, the amount of paid and unpaid leave available to the employee will be determined. An employee may substitute compensatory time for unpaid FMLA leave. An employee taking FMLA leave is required to use accrued but unused sick leave (but only to the extent that the purpose for the leave conforms to Franklin Township's sick leave use policies, personal leave, and vacation time as a part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave). An employee requesting FMLA leave based upon his or her own serious health condition resulting from a service-connected injury is also required to use any authorized injury leave as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave.

CERTIFICATION OF SERIOUS HEALTH CONDITION

An employee wishing to take FMLA leave based upon a serious health condition of the employee or the employee's spouse, child, or parent, must provide certification issued by the health care provider stating:

1. The date on which the serious medical condition began.
2. The probable duration of the condition.
3. The appropriate medical facts within the doctor's knowledge regarding the medical condition.
4. The employee needs to care for his/her son, daughter, spouse, or parent and an estimate of the time necessary to provide care, if applicable.
5. The employee is unable to work or to perform the essential functions of the employee's position safely and if the leave is for serious health condition of the employee.
6. If intermittent leave or a reduced leave schedule is requested for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment.
7. If intermittent leave or a reduced leave schedule is requested due to the employee's own serious health condition, that is medically necessary for the employee to be given that type of leave and the expected duration of the intermittent leave or reduced leave schedule.

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8. If intermittent leave or a reduced leave schedule is requested to care for a family employee, that leave is medically necessary for the care of the employee's child, parent, or spouse with a serious health condition, and the expected duration and schedule of the necessary intermittent leave or reduced leave schedule. A copy of the certification must be provided to the Franklin Township Administrator fifteen (15) days, if practicable, prior to taking the leave. Certification forms to be completed by the employee and the health care provider can be obtained from the Township Administrator/Fiscal Department. Franklin Township may require, at their expense, that the employee obtain a second opinion from a second health care provider designated or approved by Franklin Township. If the second opinion differs from the original certification provided by the employee, Franklin Township may require, at their expense, that the employee obtain a third opinion from a third health care provider designated or approved by both Franklin Township and the employee. The opinion of the third health care provider shall be final and binding on both Franklin Township and the employee. An employee who has obtained certification may be asked periodically to provide re-certification. Certification obtained for a period of leave will cover only that period of leave and a new certification must be obtained if an employee seeks additional FMLA leave.

REPORTING OF INTENT TO RETURN TO WORK

It will be presumed that an employee on FMLA leave intends to return to work as indicated by the employee on his or her request for FMLA leave and as authorized Franklin Township. If an employee desires to return to work on a later date, the employee must file a request for additional leave with the Township Administrator as soon as practicable.

CONTINUATION OF HEALTH BENEFITS

Health benefits provided to employees will be maintained during periods of paid and unpaid FMLA leave as if the employee continued in employment continuously from the time leave began. If an employee fails to return to work after the period of FMLA leave has expired, other than due to a continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or due to circumstances beyond the employee's control, Franklin Township will be entitled to seek reimbursement for health insurance premiums paid for that an employee during the period of unpaid FMLA leave. If an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee must provide certification from his or her health care provider stating that the employee's serious health condition prevents the employee from being able to perform the functions of the employee's position on the date that the employee's period of leave expired. If an employee is unable to return to work because he or she is caring for a child, spouse or parent with a serious health condition, the employee must provide certification from the family employee's health care provider stating that the employee is needed to care for the employee's child,

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spouse or parent who has a serious health condition on the date that the employee's period of leave expired.

MAINTENANCE/ACCRUAL OF BENEFITS DURING LEAVE

An employee taking FMLA leave is entitled to maintain any employment benefits, other than the paid and unpaid leave required to be used, that the employee had accrued prior to the date upon which leave began. During any period of unpaid FMLA leave, employees will not accrue personal leave, holidays, sick leave, and vacation leave. Employees who return to work after FMLA leave will not lose any seniority or service credit eligibility. Unpaid FMLA leave will be treated as continuous service (i.e., no break in service) for all purposes, including the employee's vesting and eligibility to participate in his or her state retirement plan.

RETURN TO WORK AFTER LEAVE

An employee taking FMLA is entitled to be restored to the position he or she held when the leave began, or to be placed in an equivalent position, with no loss of pay or benefits. An employee who has taken leave based upon the employee's own serious health condition must provide certification from his or her health care provider that the employee is able to resume work. Notwithstanding the foregoing or any other provision in this Agreement, an employee shall have no greater right to reinstatement or to any other benefits than if the employee had been continuously employed during the FMLA leave period.

COMPLIANCE

This Article is implemented to assure compliance with the Federal Family and Medical Leave Act of 1993, Public Law 103.3, enacted on February 5, 1993, and the regulations promulgated by the U.S. Department of Labor pursuant to that Act. In the event that the Sixth Circuit Court of Appeals or the United States Supreme Court finds the law, or part of the law, unconstitutional or not applicable to township forms of government, the parties agree that this Article is void to the extent that the Family and Medical Leave Act of 1993 is unconstitutional or not applicable to Franklin Township.

DEFINITIONS

For the purposes of this Article all terms, phrases or standards used herein shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1993, and the regulations promulgated thereunder, by the U.S. Department of Labor, in effect on the date FMLA leave is taken, unless otherwise specifically provided in this Article. For purposes of this Article, the following definitions apply.

- a. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under

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age 18, or 18 or older and “incapable of self-care because of mental or physical disability”. “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living.” Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc. “Physical or mental disability” means a physical or mental impairment that limits one or more of the major life activities of an individual. Regulations at 29 C.F.R. part 1630, issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

- b. “Continuing treatment by a health care provider.” See definition of “serious health condition.”
- c. “Employment benefits” means all benefits provided or made available to employees including group life insurance, health insurance, personal leave, other paid leave, sick leave, vacation leave, education benefits, and pensions regardless of whether such benefits are provided by a collective bargaining agreement, a practice or written policy of Franklin Township or through an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002 (3)).
- d. “Family employee” means an employee’s spouse, parent, or child.
- e. “Foster care” means 24-hour care for children in substitution for, and away from their parents or guardians. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home or pursuant to a judicial determination of the necessity for foster care and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action participates in the removal of the child from parental custody.
- f. “Health benefits” means an employee’s coverage including family coverage, under any group health plan as defined in the Internal Revenue Code of 1986 at 26 U.S.C. 5000 (b)(1) and includes coverage for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, and similar benefits related to health care.

Health Care Provider means:

1. A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
2. Any other person determined by the Secretary of Labor to be capable of providing health care services. “Others capable of providing health care services” include only:

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- a. Podiatrists, dentists, clinical psychologists, optometrists, or chiropractors (limited to treatment consisting of a manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State performing within the scope of their practice as defined under State law.
- b. Nurse practitioners, nurse-midwives and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
- c. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston Massachusetts.
- d. “Incapable of self-care.” See definition of “child.”
- e. “In loco parentis” includes those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- j. “Intermittent leave” is leave taken in separate blocks of time due to single illness or injury, rather than for one continuous period of time, and may include leave of periods from one hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken for as many as multiple days at a time spread over a period of six months, such as for chemotherapy.
- k. “Medical necessity for an employee to take FMLA leave intermittently or on a reduced leave schedule.” For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures), and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition that meet the requirement for certification of the medical necessity of intermittent leave or leave on a reduced leave schedule.
- l. “Needed to care for a family employee.” The medical certification provision that an employee is “needed to care for a family employee” encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family employee is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself or herself to the doctor, etc. The term also includes providing psychological comfort and reassurance which would benefit a seriously ill child or parent receiving inpatient care. The term also indicates situations where the employee may need to fill in for others who are caring for the family employee, or to decide for changes in care, such as transfer to a nursing home. An employee’s intermittent leave or reduced leave schedule necessary to care for a family employee’s condition includes a situation where the family employee’s condition itself is intermittent, and also where the employee is only needed intermittently, such as where other

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care is normally available, or care responsibilities are shared with another employee of the family or a third party.

- m. The term “parent” means a biological parent of an employee or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents “in-law.”
- n. “Physical or mental disability.” See definition of “child.”
- o. A “reduced leave schedule” is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. In other words, a reduced leave schedule is a change in the employee’s schedule for a period of time, normally from full-time to part-time. Such a schedule reduction might occur, for example, where an employee, with the Township’s approval, works part-time after the birth of a child; or because an employee who is recovering from a serious health condition is not strong enough to work a full-time schedule.
- p. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
 - 2. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - 3. Continuing treatment by (or under supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three consecutive calendar days, or for prenatal care.
 - 3a. The employee or family employee in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician’s assistant under direct supervision of the health care provider.
 - 3b. The employee or family employee is treated for the injury or illness two or more times by the provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider, for example, a course of medication or therapy to resolve the health condition.
 - 3c. The employee or family employee is under the continuing supervision of, but not necessarily being

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actively treated by, a health care provider due to a serious or long-term condition.

16. *Bereavement Leave.* In the event of death in the immediate family, each employee shall be entitled to bereavement leave of three (3) workdays (if the death occurs in the State of Ohio) and five (5) workdays (if death occurs outside of the State of Ohio). The immediate family shall include: spouse, son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, niece/nephew, aunt/uncle, mother-in-law, father-in-law, grandparent-in-law, half-brother, half-sister, any person residing with the employee at the time of that person's death and a person who is/was in loco parentis to the employee when the employee was a child.
17. *Jury Duty Leave.* Refer to Franklin Township Policy and Procedural Handbook
18. *Group Health Insurance Coverage.* Hospitalization, Surgical, Major Medical, Dental, Vision Care Plan and Legal Service Plan. Except as otherwise hereinafter provided, Franklin Township shall continue to provide the current hospitalization, surgical, major medical, dental, vision, and legal services plan during the duration of this Agreement, including single and family coverage. Employees shall contribute toward the cost of Group Hospitalization, Surgical, and Major Medical Insurance upon the execution of this Agreement as follows Hereinafter "Single" coverage shall be classified as coverage for the employee only, or coverage for employee and non-spouse dependents. "Family" coverage shall be classified as coverage for the employee and spouse, or the employee, spouse, and non-spouse dependents. Effective the first full pay period of July 2023, the employee will pay the following monthly amounts for Group Hospitalization, Surgical, and Major Medical Insurance: Coverage Cost Single the lower of 10% of total premium or \$55, Couple the lower of 10% of total premium or \$100 Family the lower of 10% of total premium or \$130.

Franklin Township shall offer a Wellness Program that shall include three (3) "Healthy Rewards". Upon completion of these "Healthy Rewards" the employee will receive a decrease in the employees' contribution based on the number of "Healthy Rewards" completed. The employee may choose to complete any number of, or all of the "Healthy Rewards." Additionally, for those with family coverage an additional reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options. The employee and employee spouse are not obligated to participate in the "Healthy Rewards" wellness program. For each of the "Healthy Rewards" that an employee and employee spouse completes, there will be a \$3.23 per pay period (\$7 per month) decrease towards the amount the employee contribution towards health coverage. That is, a potential decrease from the above contribution per pay period shall be \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month)

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depending on the number of options satisfied. An additional \$3.23 (\$7 per month), \$6.46 (\$14 per month), \$9.69 (\$21 per month) per pay period reduction in premium contribution will be received by the employee if his or her spouse completes one or more of the options. The “Healthy Rewards” options shall be completed by January 31 of each year. If done so, the employee’s contribution will be decreased the following March 1, and that decrease will remain in place for 12 months, i.e., through the following February. The “Healthy Rewards” options are as follows:

1. Annual Routine Physical Exam – this shall be a routine physical test that is provided under the standard health coverage furnished by Franklin Township.
2. Completion of the online Health Risk Assessment through Medical Mutual of Ohio website.
3. No tobacco usage- granted by the annual signing of the provided verification form. Franklin Township will rely on a provided completion form signed by a physician to verify the employee/spouse claims for entitlement to the Annual Routine Physical Exam option reductions. Franklin Township will rely on notification from the Franklin Township’s insurance broker to verify the employee/spouse claims for entitlement to the Health Risk Assessment option reductions. With respect to the non-tobacco reduction the employee/spouse will submit a verification form to the Fiscal Department. If during the year in question the employee/spouse breaches the promise on the verification form, and such breach is proven by a blood test (paid for by Franklin Township), the reduction for that individual will cease for the remainder for the twelve (12) month period, and the individual shall pay a \$100 penalty. Franklin Township shall order any employee to undergo a tobacco screening test whenever there is reasonable cause to believe an employee has used tobacco. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used tobacco.

Wellness Payment

Each Employee shall be entitled to an additional twenty-four (24) hours pay or twenty-four (24) hours of compensatory time (at the option of the employee) for each quarter the employee has had no absences, other than pre-arranged leave, and no tardiness. Such payment will be included in the employee's pay on the first payday following the close of the quarter. (i.e., April, July, October, and January.)

19. Uniforms. In the first pay period of January of every calendar year Franklin Township shall provide the employee with uniform maintenance and additional equipment allowance of eight-hundred dollars (\$800). This credit is for the

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purpose of uniform replacement, boots/shoes, and for the purchase of authorized law enforcement related equipment. Uniforms and equipment shall be purchased via a purchase order system from an authorized retailer. Newly hired employees may only receive this allowance after the successful completion of their probationary period.

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.
21. Disciplinary Actions. Franklin Township through the Board of Trustees is authorized to take such disciplinary actions as deemed necessary in the event the Lieutenant does not fulfill their employment duties, or in cases of unexcused absence, tardiness, or excessive absenteeism or in such other cases as the Board of Trustees may determine. This would follow progressive discipline as outlined in the Franklin Township’s Policy and Procedural Handbook.
22. Termination of Employment. Except as otherwise provided in Section 4, above, the Lieutenant’s employment with Franklin 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 Franklin Township is terminated, the Lieutenant shall surrender to Franklin Township in good condition any and all records, keys, and all other Franklin 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 their employment. The Resolution shall not be construed as creating any contract of employment between the Township and the Lieutenant.
24. Definitions.

Active service shall mean the time during which the Lieutenant is employed by Franklin 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 Franklin Township, including that time of period of which they are 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

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Franklin Township. Time spent on unpaid leave shall not be deemed to be time spent in active service with Franklin Township.

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

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.

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".

Township shall mean Franklin Township, Franklin County, Ohio.

Year of active service shall mean twelve consecutive full calendar months during which the Lieutenant is in active service with the Township.

Years of continuous active service shall mean the number of consecutive twelve full calendar month periods during which the Lieutenant is in active service.

25. Entire Understanding. Unless otherwise changed or modified by the Board of Trustees 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

26. Amendment, Modification and/or Termination of Resolution. Franklin Township, through the Board of Trustees, 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 their credit.

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Furthermore, while it is expected of Franklin Township to continue this Resolution in its present form, no obligation, contractually or otherwise, to do so is assured by Franklin Township, and Franklin 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 of Trustees 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 upon approval and will continue in full force and effect, until otherwise amended, modified and/or terminated by the Board of Trustees; provided, however, that the Township, through the Board of Trustees, 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.

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JOB DESCRIPTION
POLICE LIEUTENANT
FRANKLIN TOWNSHIP
Exhibit (A1)

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 they 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, 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 ensure divisions are adequately staffed and provided with appropriate tools.

The Lieutenant shall maintain positive working relationships with other Township Departments and collaborate 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 oversee day to day paperwork including the responsibility for maintaining an effective schedule and completing payroll.

The Lieutenant shall provide direct supervision of the Department and 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. They 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 all matters pertaining to the services as may add to the efficiency of the department or the

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improvements of police service in all sections of Franklin Township. They should 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 employees of the department concerning their conduct. The Lieutenant shall report to the Chief of Police any employees of the Police Department who by reason of disease, accident, or their incompetency, cannot properly perform the duties of the position to which said employee 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 they deem 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. They shall immediately relieve from that tour of duty any employee of the department who refuses to obey their 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 their management and control for incompetence, gross neglect of duty, gross immorality, habitual drunkenness, failure to obey orders given to them 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. They shall have the right to reprimand employees 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 employee's 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 re-certified 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 employees of the department. The Lieutenant shall keep themselves current

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and knowledgeable with respect to methods and procedures affecting the police department and its operations.

The Lieutenant's full working time and effort shall be devoted to their employment as the Franklin Township Lieutenant. Their 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 their 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 they remain insurable under Franklin Township's automobile liability insurance policies.

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

[Faint, illegible signatures and text, likely representing the signatures of the parties to the agreement.]

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Acknowledge and Acceptance of Employment

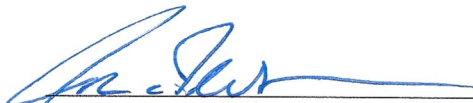
I, David Ratliff, has read and fully understand resolution number 2023-283 and agree with its terms and accept employment as Lieutenant with Franklin Township, under the terms stated herein.

DAVID RATLIFF
Name Printed



Signature

12-20-23
Date

BOARD OF TRUSTEES:


Trustee John Fleshman

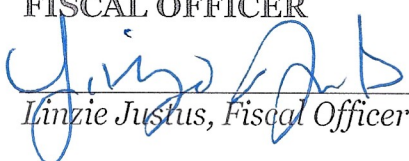
12-20-23
Date


Trustee James Leezer

12/20/2023
Date

Trustee Ralph Horn

Date

FISCAL OFFICER

Linzie Justus, Fiscal Officer

12/20/2023
Date