

**Resolution 2023-285**  
**A Resolution Accepting the Revised Terms and Conditions of Employment**  
**for the Police Chief 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 Chief 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 of 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*

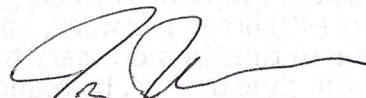
*Horn*

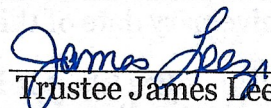
*Roll was called for the adoption of the Resolution, and the vote was as follows:*

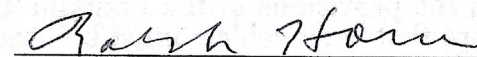
**Fleshman:**  YES/  NO

**Leezer:**  YES/  NO

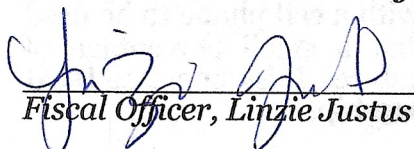
**Horn:**  YES/  NO

  
\_\_\_\_\_  
Trustee John Fleshman

  
\_\_\_\_\_  
Trustee James Leezer

  
\_\_\_\_\_  
Trustee Ralph Horn

*Attested to on this 14th day of December 2023*

  
\_\_\_\_\_  
Fiscal Officer, Linnie Justus



**Exhibit A – Resolution 2023-285**  
**Memo of Understanding between Franklin Township and Employee**  
**Byron Smith in the Position of Township Police Chief**

- 1. Job Description and Duties.** The Police Chief shall serve as the Police 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 Police Chief, a general description of which is attached hereto as “Attachment A” and incorporated herein. The Police Chief 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 Police 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 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 Police Chief shall obtain and maintain a current Ohio driver’s license, current OPOTA certification and such other certifications and/or licenses as may, from time to time, be required by the Board. The Police 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.** The Police Chief will be required to attend yearly continuing/ongoing education pertaining to his position and with the Administrator’s approval.
- 4. Probationary Period.** N/A
- 5. Longevity pay.** The Police 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 Police Department. The police chief receives \$800.00 Longevity pay annually.
- 6. Work Hours.** The Police Chief’s full working time and effort shall be devoted to his employment as the Franklin Township Police Chief. 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 Police Chief and as may, from time to time, be requested by the Township Administrator.
- 7. Compensation.** The police chief will receive a 3.5 % cost of living increase and a 1.5% merit increase on the anniversary date of this agreement (January 1, 2024).
- 8. Use of Vehicle.** The Police 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 Police Chief for commuting to and from his Township employment and to respond directly from home to an emergency and/or other work-related situation.
- 9. Use of cell phone.** The Township will provide the employee with a cell phone to be used for Township related communication. It is understood that a small percentage of communication received on the cell phone may be of a personal nature. It is understood that the cell phone and all its contents remain the property of the Township.
- 10. Vacation Time.** The vacation year shall end at the close of business on the last day of the first pay period that ends in January. The Police Chief working an average 40-hour week shall accrue vacation leave by pay period. To determine the appropriate accrual rate, the



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higher rate of accrual will begin on the first day of the pay period in which a year of active service is completed. The chief will accrue vacation at the rate of 12 hours per pay period which will load on the anniversary date of this MOU (Jan 1). Note: The total amount of vacation time that can be cashed out upon separation of employee and township is capped at 750 hours.

**11. Paid Holidays.** The following are designated as paid holidays for all members that have six months continuous active service:

1. New Year's Day, January 1<sup>st</sup>
2. Martin Luther King Day, January 15<sup>th</sup>
3. President's Day, the 3<sup>rd</sup> Monday in February
4. Memorial Day, the last Monday in May
5. Juneteenth, June 19<sup>th</sup>
6. Independence Day, July 4<sup>th</sup>
7. Labor Day, the first Monday in September
8. Columbus Day, the second Monday in October
9. Veteran's Day, November 11<sup>th</sup>
10. Thanksgiving Day the 4<sup>th</sup> Thursday in November
11. Christmas Day, December 25<sup>th</sup>

**Personal Days:** five (5) days per year (chosen at member's option, with the Administrators approval)  
(Personal days must be used in the calendar year awarded or forfeited)

**12. Sick Leave.** The Police Chief shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period.

**13. Injury Leave.** Injury Leave with Pay. A. All members may be granted injury leave with pay not to exceed six (6) calendar months (1040 work hours) for each service-connected injury, provided such injury is reported to the member's immediate supervisor not more than three (3) days from the date such injury is known to the member. B. Service-connected injuries are defined as injuries received while acting within the scope of and arising out of a member's employment as a full-time constable 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 member can demonstrate that the member was engaged in the actual performance of the duties of the member'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 member may be granted injury leave with pay not to exceed the balance of six (6) calendar months, (1140 work hours) provided that the recurrence is reported to the member'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, a member 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 Clerk. The member shall endorse over to the Township any and all wage and salary benefits awarded to the member by the Ohio Workers' 31 Compensation system which extend over the same time period for which the member is granted injury leave. In compliance with the Rules and Regulations of the Ohio Bureau of Workers' Compensation, a member may be required to execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave. F. A member is prohibited from working special duty while on injury leave. In addition, a member on injury leave is prohibited from performing any other work for compensation unless such other work is otherwise permitted to be performed



## Exhibit A – Resolution 2023-285

### Memo of Understanding between Franklin Township and Employee

#### Byron Smith in the Position of Township Police Chief

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 a member'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 Chief as soon as practicable.

B. No member shall be granted injury leave with pay unless authorized by the Board of Trustees. The Board of Trustees may periodically require the member to be examined by a physician appointed and paid for by the Township. In addition, or in the alternative, a member may, from time to time, also be required to obtain and present a medical report from the member's personal physician which clearly sets forth that the member is unable to perform the member's regular (and/or restricted) duties as the direct result of a service-connected injury. No member on injury leave shall return to work without the written approval of an attending physician and, at the Board's option, the written approval of a physician appointed and paid for by the Township. If, in the reasonable judgment of the Board of Trustees, the injury is such that the member is capable of performing the member's regular duties or restricted duties during the period of convalescence, the Board of Trustees shall so notify the member in writing and deny and/or cancel injury leave with pay.

C. While a member's request for injury leave is pending, the member 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 member'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 member 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 member's accrued but unused sick leave, vacation leave and/or compensatory time balances.

#### 14. Disability Leave.

##### Family & Medical Leave.

Eligibility and Leave Provisions. Eligible members 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 a member for purposes of adoption or foster care; to provide care for a spouse, child or parent ("family member") with a serious health condition; or due to a serious health condition rendering the member unable to perform the functions of his or her position.

An eligible member 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. (The Township may, at its option, select another 12-month measuring period upon 60 days' notice to the Lodge.) To be eligible for leave, a member must have been employed by the 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 member is eligible for FMLA leave if the 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 members 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 a member's spouse is also employed by the Township, the member 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.



## Exhibit A – Resolution 2023-285

### Memo of Understanding between Franklin Township and Employee Byron Smith in the Position of Township Police Chief

Responsibilities of Member.

#### Notice.

The member must provide thirty (30) days' notice to the 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 member expects to return to work. If leave is to be taken due to a foreseeable serious health condition of the member, the member must make a reasonable effort to schedule the leave so as not to unduly disrupt operations of the Township.

#### Exhaustion of Paid Leave.

Once a member has given notice of his or her intention to take FMLA leave, the amount of paid and unpaid leave available to the member will be determined. A member may substitute compensatory time for unpaid FMLA leave. A member 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 the 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. A member 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.

A member wishing to take FMLA leave based upon a serious health condition of the member or the member'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. That the member is needed to care for his or her son, daughter, spouse, or parent and an estimate of the time necessary to provide care; if applicable.
5. That the member is unable to work or to perform the essential functions of the member's position safely and if the leave is for serious health condition of the member.
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 member's own serious health condition, that is medically necessary for the member to be given that type of leave and the expected duration of the intermittent leave or reduced leave schedule; and
8. If intermittent leave or a reduced leave schedule is requested to care for a family member, that leave is medically necessary for the care of the member'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 Township Administrator fifteen (15) days, if practicable, prior to taking the leave. Certification forms to be completed by the member and the health care provider can be obtained from the Township Clerk. The Township may require, at the Township's expense, that the member obtain a second opinion from a second health care provider designated or approved by the Township. If the second opinion differs from the original certification provided by the member, the Township may require, at the Township's expense, that the member obtain a third opinion from a third health care provider designated or approved by both the Township and the member. The opinion of the third health care provider shall be final and binding on both the Township and the member. A member 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 a member seeks additional FMLA leave



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Reporting of Intent to Return.

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

Continuation of Health Benefits.

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

Maintenance/Accrual of Benefits During Leave. A member taking FMLA leave is entitled to maintain any employment benefits, other than the paid and unpaid leave required to be used, that the member had accrued prior to the date upon which leave began. During any period of unpaid FMLA leave, members will not accrue personal leave, holidays, sick leave, and vacation leave. Members 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 member's vesting and eligibility to participate in his or her state retirement plan.

Return to Work After Leave.

A member 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. A member who has taken leave based upon the member's own serious health condition must provide certification from his or her health care provider that the member is able to resume work. Notwithstanding the foregoing or any other provision in this Agreement, a member shall have no greater right to reinstatement or to any other benefits than if the member 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 the 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



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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 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 members 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 the Collective Bargaining Agreement, a practice or written policy of the 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 member” means a member’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 is involved in the removal of the child from parental custody.

F. “Health benefits” means a member’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:
  - 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
  - c. who are performing within the scope of their practice as defined under State law.
  - d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston Massachusetts.
  - e. “Incapable of self-care”. See definition of “child”.
  - f. “In loco parentis” includes those with day-to-day responsibilities to care for and financially support a child or, in the case of a member, who had such responsibility for the member when the member was a child. A biological or legal relationship is not necessary.



## Exhibit A – Resolution 2023-285

### Memo of Understanding between Franklin Township and Employee Byron Smith in the Position of Township Police Chief

- g. “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 several days at a time spread over a period of six months, such as for chemotherapy.
- h. “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.
- i. “Needed to care for a family member”. The medical certification provision that a member is “needed to care for a family member” encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member 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 member may be needed to fill in for others who are caring for the family member, or to decide for changes in care, such as transfer to a nursing home. A member’s intermittent leave or reduced leave schedule necessary to care for a family member’s condition includes a situation where the family member’s condition itself is intermittent, and also where the member is only needed intermittently, such as where other care is normally available, or care responsibilities are shared with another member of the family or a third party.
- j. The term “parent” means a biological parent of a member or an individual who stands or stood in loco parentis to a member when the member was a child. This term does not include parents “in-law”.
- k. “Physical or mental disability”. See definition of “child”.
- l. A “reduced leave schedule” is a leave schedule that reduces a member’s usual number of working hours per workweek, or hours per workday. In other words, a reduced leave schedule is a change in the member’s schedule for a period of time, normally from full-time to part-time. Such a schedule reduction might occur, for example, where a member, with the Township’s approval, works part-time after the birth of a child; or because a member who is recovering from a serious health condition is not strong enough to work a full-time schedule.
- m. “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.
- a. The employee or family member is 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.
- b. The member or family member 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 of therapy to resolve the health condition.



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- c. The member or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious or long-term condition.

**15. Bereavement Leave.** In the event of death in the immediate family, each member 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 half-brother, half-sister, any person residing with the member at the time of that person's death and a person who is/was in loco parentis to the member when the member was a child.

**16. Group Health Insurance Coverage.** Hospitalization, Surgical, Major Medical, Dental, Vision Care Plan and Legal Service Plan. Except as otherwise hereinafter provided, the 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. Members shall employees 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 December 2012, members 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 \$45 Couple The lower of 10% of total premium or \$90 Family The lower of 10% of total premium or \$120

The 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) 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 the 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. The Township will rely on health claims payment records or provided completion form signed by a physician to verify the employee/spouse claims for entitlement to the Annual Routine Physical Exam option reductions. The Township will rely on notification from the 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 verification form to the Township. 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 the 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. The Township shall order any employee of the Department to undergo a tobacco screening test whenever there is reasonable cause to believe an employee has used tobacco. Reasonable cause must



## Exhibit A – Resolution 2023-285

### Memo of Understanding between Franklin Township and Employee

#### Byron Smith in the Position of Township Police Chief

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

**17. Uniforms.** In the first pay period of January of every calendar year the Township shall provide each member with uniform maintenance and additional equipment allowance of eight-hundred dollars (\$800). This credit is for the 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 members may only receive this allowance after the successful completion of their probationary period.

**18. Pension.** Unless exempted by applicable law, rule, or regulation the Police Chief 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.** The township agrees to pay the employee a portion of the 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 employee 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.

**19. Disciplinary Actions.** The Township through the Board is authorized to take such disciplinary actions as deemed necessary in the event the Police 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.

**20. Termination of Employment.** Except as otherwise provided in Section 4, above, the Police Chief'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 Police Chief's employment with the Township is terminated, the Police 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 what is accumulated in sections (10), (11) and (12).

**21. Status of Employment.** The Police 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 Police Chief.

#### 1. **Definitions.**

**Active service** shall mean the time during which the Police Chief is employed by the Township on a full-time basis as the full-time Police Chief appointed pursuant to Ohio Revised Code Section 505.49 and is paid or entitled to payment, for the performance of duties for the Township, including that time of period of which he is paid, or entitled to payment, on account of a period of time during which no duties are performed due to regularly scheduled nonworking days, vacation, and leaves of absence with pay. Notwithstanding anything to the contrary



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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 Police Chief with the Township.

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

**Immediate family** shall, unless otherwise provided in this Resolution, mean the Police 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".

**Regular hourly rate** shall mean that figure obtained by dividing the Police Chief's annual base salary 2080.

**Township** shall mean Franklin Township, Franklin County, Ohio.

**Year of active service** shall mean twelve consecutive full calendar months during which the Police Chief 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 Police Chief is in active service.

**22. 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 Police Chief if and while this individual continues to serve on a full-time basis as the Police 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

**23. 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 Police Chief of previously accrued and vested vacation and/or sick leave benefits, or salary standing to his credit. Furthermore, while it is expected of the Township to continue this Resolution in 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.

**24. 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.



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**25. Duration of Resolution.** Except as otherwise herein before provided, this Resolution shall become effective on or as of 1/1/2024 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.

**26. Acknowledgement and Acceptance of Employment.** The Police Chief shall sign a statement, which is to be returned to the Board stating, in effect, that the Police 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.



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**Byron Smith in the Position of Township Police Chief**

**JOB DESCRIPTION**  
**POLICE CHIEF FRANKLIN TOWNSHIP**  
**Exhibit (A1)**

The Police Chief shall be the executive and chief officer of the Franklin Township Police Department and shall direct the development of goals and objectives for the Police Department and establish and implement operational policies and procedures to assume attainment of goals in conjunction with appropriate staff. The Police Chief shall supervise the assigning and transferring of all officers and employees of the Police Department. He shall have the right to issue general, special, or verbal orders whenever he shall deem it necessary. In the absence of any officer from duty, the Police Chief may designate an officer or other employee of the Police Department to perform such duties temporarily.

The Police Chief shall represent the department at public meetings and serve as the primary departmental spokesperson. The Police Chief shall actively participate in problem solving regarding community affairs and investigate and respond to civilian complaints.

The Police Chief shall analyze information received from subordinates and others and recommend improvements and implement appropriate corrective actions, as necessary. The Police Chief shall assess the need and establish priorities for capital improvement projects and major equipment purchases.

The Police Chief shall recommend action to the Board of Trustees and plan, prepare, and submit departmental budget requests. The Police Chief shall assist the Township Fiscal Officer in the preparation of Township budgets and monitor departmental activities to assure expenditures are within approved budgetary guidelines.

The Police Chief shall develop and empower a staff of effective officers and ensure the provision of adequate training and guidance to allow departmental and personal professional growth. The Police Chief 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 Police Chief shall maintain positive working relationships with other Township Departments and work closely with the Township Fiscal Office. The Police Chief shall ensure maintenance of proper staffing levels and participate in the employment and promotional processes.

The Police Chief shall recommend action and participate in contract negotiations. The Police Chief shall prepare reports for the Board of Trustees and present reports at Trustee meetings recommending policy and appropriate departmental improvements for Trustees consideration.

The Police Chief shall provide direct supervision of the department and shall indirectly supervise all police department employees.

The Police Chief shall be responsible for the oversight and supervisor of the radio operations and all equipment used and personnel employed therein.

The Police Chief 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 Board of Trustees are enforced.

The Police Chief 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 Police Chief shall keep the Board of Trustees informed as to the requirements of



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the Department and all matters pertaining to the services as may add to the efficiency of the Department or the improvements of police service in all sections of the Township. He shall also make such suggestions and recommendations to the Board of Trustees as will tend to increase the efficiency of the Police Department. The Police Chief shall prepare such budget estimates and plans as directed and shall foster and promote community awareness of the Police Department and its mission.

The Police Chief 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 Police Chief shall report to the Board of Trustees 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 member is assigned.

At all emergency situations, the Police Chief shall have the ultimate control and command over all apparatus and department employees. The Police Chief shall give such orders and adopt such measures as he deems necessary for the protection of property and person, and the preservation of order. The Police Chief shall cause to be arrested any person acting in a manner detrimental to the 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 Police Chief shall have the right and obligation to recommend to the Board of Trustees the suspension, reduction or removal of any of the officers or employees in the police department and under his management and control for incompetence, gross neglect of duty, gross immorally, habitual drunkenness, failure to obey orders given tot them by proper authority and for any other failure of good behavior and for violation of any rule or regulation of the department. The Police Chief 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 Police Chief 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 members of the police department, whether verbally or in writing in order to maintain discipline and order and to take such other corrective action as may be permitted or authorized under the collective bargaining agreement. The Police Chief shall maintain a comprehensive system to appraise employee performance with mediation steps included and shall apply decision making and foster initiative in such a manner that results in high morale within the department.

The Police Chief shall attend local, state, and national law enforcement related conferences as authorized from time to time, by the Township Administrator.

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

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

The Police Chief 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.



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

The Police Chief shall report directly to the Township Administrator.

**Acknowledge and Acceptance of Employment**

I, Byron C Smith, have read and fully understand resolution number **2023-285** and agree with its terms and accept employment as Police Chief with Franklin Township, under the terms stated herein.

Byron C Smith


  
\_\_\_\_\_  
*Name Printed*

  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**BOARD OF TRUSTEES:**

  
\_\_\_\_\_  
Trustee John Fleshman Date

  
\_\_\_\_\_  
Trustee James Leez Date

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

**FISCAL OFFICER:**

  
\_\_\_\_\_  
Linzie Justus Date



