

**RESOLUTION NO. 2017-3**

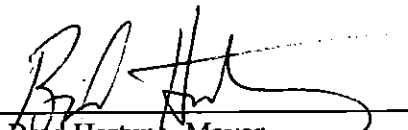
**A RESOLUTION AUTHORIZING A SERVICE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF HURON, OHIO AND POLICE CHIEF  
ROBERT J. LIPPERT**

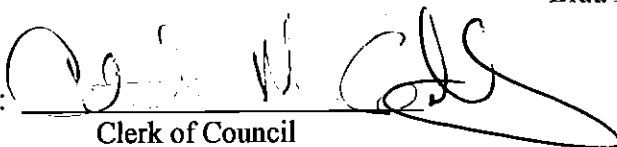
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** The Huron City Council has authorized a service employment agreement for and on behalf of the City of Huron, Ohio with Police Chief, Robert J. Lippert for the purpose of establishing the terms and conditions of employment as Chief of Police, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:   
\_\_\_\_\_  
Clerk of Council

ADOPTED:           JAN 10 2017

## **EMPLOYMENT AGREEMENT**

This Agreement is entered into between the City Manager of the City of Huron, a chartered municipal corporation [City] and Robert J. Lippert [Chief] to determine the terms and conditions of employment as Police Chief with the City, as follows:

### **SECTION 1. TERM**

This Contract shall be in full force and effect from the date of execution for a period of three [3] years or until termination in accordance with Section 10. This Agreement shall be subject to an automatic renewal of the terms and conditions herein for a period of two [2] years unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement or renegotiate the Agreement's terms within sixty [60] days prior to the expiration of the original three year term.

If the Police Chief voluntarily resigns, the Police Chief must give six [6] calendar months notice of his voluntary resignation or suffer the loss of all compensation and benefits, under Section 9, as of the date of his resignation.

### **SECTION 2. COMPENSATION**

- A. The annual salary for this position shall be set at \$77,168.00 for the term of this Agreement.
- B. The City, at its sole discretion, may provide additional compensation payable in the first, second and third years of this Agreement pursuant to the creation and implementation of a goal-based incentive pay program developed on a Management by Objectives standard. This shall include merit compensation and annual performance pay increases. The Chief shall be subject to an annual performance review for each year of service.
- C. The position of Police Chief is not eligible for overtime or compensatory time compensation.

### **SECTION 3. POWERS AND DUTIES**

The Police Chief shall have all powers and duties as enumerated in Huron Codified Ordinance Chapter 145 et seq. as in effect October 13, 2009.

### **SECTION 4. HOURS OF WORK**

- A. Hours of Work. The normal scheduled hours of the Police Chief will be 8:00 a.m. to 4:00 p.m. Monday through Friday. The Parties understand and agree that this position is a twenty-four hour/seven day position, and that the Police Chief will be required to devote a great deal of time outside the normal office hours to the business of the City. Additionally, the Police Chief is required to attend meetings, including City Council meetings, on a regular basis. To that end, the Police Chief may develop a flexible schedule as he shall deem appropriate in a way that has the least adverse impact on the

operations of the department. The Police Chief shall keep the City Manager informed as to his flexible schedule for communication purposes.

#### **SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS**

##### **A. Benefits**

- a. Health, Hospitalization, Vision, Dental and Comprehensive Medical Insurance. It is understood by all parties that the Chief shall not receive medical insurance payable by the city.
- b. Life Insurance. The premium for life insurance, in the amount customarily provided to other full-time City employees, shall be paid by the City. The City shall permit the Police Chief to purchase additional life insurance, if available, at his own expense.
- c. Professional Vehicle Liability Insurance. The City shall provide insurance or otherwise provide competent legal counsel to the Police Chief if named as a defendant in a civil action resulting from the Police Chief's performance of police duties and responsibilities. .

#### **SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS**

- A. The City shall provide vacation, sick and personal leave benefits in accordance with the following schedule:
  - i. 5 weeks of vacation.
  - ii. 3 personal days
  - iii. Sick leave shall be granted in the amount of 4.61 hours/biweekly pay period and upon conclusion of employment with the City shall be paid in accordance with Codified Ordinance 163.02 effective October 28, 2008.
  - iv. Holidays will be granted in accordance with Codified Ordinance 163.04 as in effect on January 1, 1991. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.
  - v. Bereavement Leave will be granted in accordance with Codified Ordinance 163.03 as in effect August 25, 2000.
- B. Vacation, Personal and Bereavement Leave shall be taken only upon prior written notice to and approval by the City Manager.
- C. Job Related Injury Leave. The Police Chief is entitled to the same protection granted the Fraternal Order of Police: Sergeant Unit, under the current collectively bargained agreement. If that article of the agreement is amended, the Parties herein agree that such amendment shall be substituted for purposes of this agreement.

The City has the right to insist on an examination of the Police Chief by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require

the Police Chief to return to work at any time from service injury leave status. If the Police Chief's physician disagrees with the City's physician, the Police Chief shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Police Chief's eligibility for medical leave under this Section. This examination shall be at the City's expense.

- D. Sick Leave. After three (3) consecutive sick days, the City Manager or his Designee may request written confirmation from a physician of the nature of the Police Chief's illness. After five (5) consecutive days the Police Chief must produce written confirmation from a physician of the nature of his illness.

After any three (3) sick days in any rolling three (3) month period, the City Manager or his designee may request written confirmation of the nature of the Police Chief's illness(es).

#### **SECTION 7. RETIREMENT UNDER THE OHIO POLICE AND FIREMEN'S PENSION FUND**

- A. Notwithstanding Section 2, the parties agree to the following contribution schedule to the Ohio Police and Firemen's Pension Fund:
- a. The City shall reduce the Police Chief's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund by ten percent (10%) and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the said ten percent (10%) reduction in lieu of payment by City of such amount to such Police Chief.
  - b. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that the Police Chief's contribution has been made as provided by statute.
  - c. The parties further agree that the Police Chief's contract salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining any benefits which are determined by the Police Chief's rate of pay, shall consist of (a) the Police Chief's cash salary as actually payable to the Police Chief in accordance with paragraph A hereunder, plus the amount of contribution to the fund paid by the City in lieu of payment by the Police Chief pursuant to paragraph (a) above.
  - d. The parties further agree that the pick-up described in paragraph (a) hereinabove shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pick-up on the Police Chief's benefits or level of taxable income.

## **SECTION 8. GENERAL BUSINESS EXPENSES**

- A. Uniforms. The City shall supply the Police Chief with all necessary uniforms, a bullet restraint vest and all other related equipment in the same manner as provided to all full-time employees of the Huron Police Department.
- B. Surety Bonds. The City shall furnish a corporate surety bond for the Police Chief in accordance with Codified Ordinance 163.01 as in effect on January 1, 1988 if required for the position of Police Chief.

## **SECTION 9. SEVERANCE**

- A. Severance shall be paid by the City to the Police Chief in accordance with this Agreement when employment is terminated.
- B. If the Police Chief is terminated, the City shall provide a minimum severance payment equal to Six (6) Months salary at the then current annual base rate, unless one of the provisions of Section 9.D. apply.
- C. The City shall pay the Police Chief, upon termination, all accrued vacation and/or personal leave for which the Police Chief is eligible under this Agreement.
- D. Termination due to moral turpitude or conviction of a felony shall relieve the City of any duty to provide severance pay or continuation of salary to the Police Chief.

## **SECTION 10. AT WILL STATUS, PERFORMANCE EVALUATION**

- A. The parties agree that the Chief of Police serves at the pleasure of the City Manager and is an at-will employee.
- B. The City recognizes its obligation to provide the Chief with periodic performance evaluations. The City, by and through the City manager, shall evaluate the Police Chief's performance on an annual basis utilizing an evaluation procedure of set goals with measurable objectives in the general style of management by objectives.
- C. Prior to filing any written disciplinary documents in the Police Chief's personnel file, the document shall be submitted to the Police Chief and acknowledged on the document by the Police Chief. In the event the Police Chief refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

## **SECTION 11. OTHER TERMS AND CONDITIONS**

- A. The City, only upon agreement with the Chief of Police, may fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Chief of police, that are not inconsistent with or in conflict with the

provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

- B. Notices. All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required and U.S. Regular Mail to the following:

City of Huron  
Attn: City Manager  
417 Main St.  
Huron OH 44839

Police Chief Robert J. Lippert


- C. This Contract sets forth the entire agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.
- D. The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and the Chief of Police.
- E. This Contract shall be binding on the Chief of Police, his heirs, executors, personal representatives and agents, and on the city and the successors to the Council members.
- F. The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

For the City

  
\_\_\_\_\_  
Andrew D. White, City Manager

JAN. 11, 2017  
Date

For the Chief of Police

  
\_\_\_\_\_  
Robert J. Lippert

01/12/2017  
Date

Approved as to Form:

\_\_\_\_\_  
Laura E. Alkire  
Law Director