

2009-18-F

August 18, 2009

**ORDINANCE AUTHORIZING THE MUNICIPAL
MANAGER TO ENTER INTO AN AMENDED AND
RESTATED EMPLOYMENT AGREEMENT WITH
THOMAS DOYLE AS THE VILLAGE CHIEF OF POLICE**

WHEREAS, Thomas Doyle is currently serving as Village Police Chief; and

WHEREAS, from time to time employment agreements require amendment and restatement of the terms and conditions of employment with the Village; and

WHEREAS, the Municipal Manager and the Chief of Police have agreed to certain terms of employment of as set forth in the Amended and Restated Employment Agreement attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, the Village Council has reviewed the terms of the proposed agreement and deems it in the best interest of the Village to enter into the Amended and Restated Employment Agreement pursuant to the terms and conditions set forth therein.

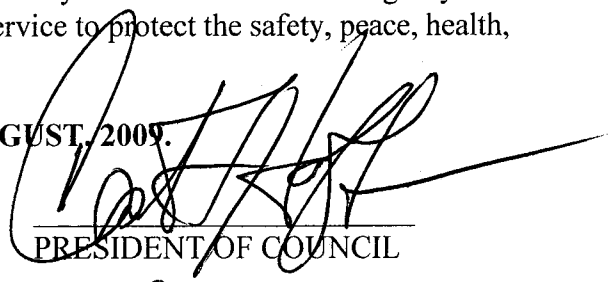
NOW THEREFORE, be it ordained by the Council of the Village of Greenhills, Ohio 5 members elected thereto concurring:

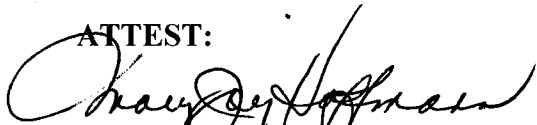
Section 1: That the Municipal Manager is hereby authorized and directed, on behalf of the Village of Greenhills, to enter into an Amended and Restated Employment Agreement with Thomas Doyle employing him as the Chief of Police according to the terms and conditions set forth in Exhibit "A."

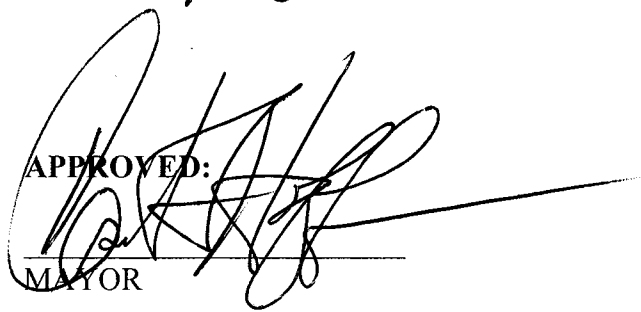
Section 2: That this Ordinance shall go into effect and be in full force from and after the earliest period allowed by law.

Section 3: This Ordinance shall be declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and as such, shall take effect immediately. The reason for the emergency is to provide immediate and adequate service to protect the safety, peace, health, and welfare of the community.

PASSED THIS 18 DAY OF AUGUST, 2009.


PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED:

MAYOR

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of the ____ day of August, 2009, by and between the Village of Greenhills, State of Ohio, a municipal corporation, ("Village") and Thomas Doyle ("Employee").

WITNESSETH

WHEREAS, the Village desires to employ the services of Employee as Chief of Police of the Village of Greenhills; and

WHEREAS, it is the desire of the Village to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee;

WHEREAS, Employee desires to retain employment as Chief of Police (as allowed by the Charter and the Codified Ordinances of the Village of Greenhills); and

WHEREAS, Employee and the Village are committed to maintaining accreditation through the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I. DUTIES

Village hereby employs Employee and Employee accepts employment with the Village as Village Chief of Police to perform the functions and duties specified by the Charter and the Codified Ordinances of the Village of Greenhills.

SECTION II. TERM

A. The term of employment under this Amended and Restated Employment Agreement shall commence August ____, 2009 and shall continue until December 31, 2012 unless earlier terminated as provided herein (the "Term"), subject to the provisions of the Village Charter and the Codified Ordinances of the Village of Greenhills. The Term shall be renewed on an annual basis for an additional one (1) year Term unless either party to this Agreement notifies the other within ninety (90) days prior to the expiration of the Term that it does not wish to renew the Term. In no event, however, shall the Term extend beyond December 31, 2013.

B. Nothing in this Agreement sets forth terms under which the employment of the Chief of Police may be terminated, and any discipline, including termination, shall be as otherwise set forth in accordance with the Village Charter and Codified Ordinances of the Village of Greenhills.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Village; provided, however, that Employee has given the Village written notice of such termination ninety (90) days prior to termination.

D. Employee shall not become employed by any other employer during his employment with the Village. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or other independent work performed under the terms and conditions set forth in Section IV.

SECTION III. SALARY

A. During the Term, Employee's annual salary shall be Sixty-Four Thousand Six Hundred and Twenty Dollars (\$64,620.00) which shall be payable by the Village in accordance with its payroll policy less customary withholdings for taxes and benefits.

SECTION IV. HOURS OF WORK

A. It is recognized that the position of Village Police Chief is a demanding position which requires more than a forty-hour work week and that Employee must devote a considerable amount of time outside normal office hours to perform business of the Village. To that end, Employee will track such hours, provided copy of the same to the Municipal Manager, and shall be allowed, subject to the consent of the Municipal Manager, to take reasonable compensatory time off during said normal office hours that do not impede the effective operation of the Village Police Department. No monetary compensation will be provided for compensatory time.

B. Employee shall not engage in teaching, consulting, or other non-Village-connected business consuming more than ten (10) hours per week without the express prior approval of the Municipal Manager.

SECTION V. PROFESSIONAL DEVELOPMENT

A. Village hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Village and to sustain any professional license necessary to carry out his duties as the Village Police Chief; provided, however, that such costs shall not exceed annual budgeted amount without the consent of Municipal Manager.

B. Village also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Village. Such costs shall not exceed the budgeted amount without the consent of Municipal Manager.

SECTION VI. BENEFITS

A. Except as otherwise set forth in this Agreement, Employee shall not receive benefits as provided by Village Ordinances in Chapter 153, of the Codified Ordinances of Greenhills and the Village of Greenhills Employee Manual Policy as adopted by the Village Council.

B. Employee hereby waives any right to receive a uniform allowance and/or service requirement allowance as provided under Sections 153.03 and 153.12, respectively, of

the Codified Ordinances of Greenhills and the Village of Greenhills Employee Manual. Employee agrees and acknowledges that the salary and other benefits provided to him hereunder are full and adequate compensation for the services to be provided by him. Notwithstanding the foregoing, upon the commencement of the Term, the Village shall provide to Employee the uniform and other equipment necessary to perform the services hereunder and shall replace any worn uniform or equipment on an as needed basis.

C. Employee shall be entitled to Two Hundred (200) hours of vacation with pay each year. Employee may only take such vacation as approved by the Municipal Manager.

D. The Village further agrees that, upon the Village's determination that a police cruiser is no longer needed for the day-to-day operations of the Village Police Department, it will allow the Employee to use such vehicle for special duty response and other official business of the Village Police Department. At such time that the vehicle is made available to the Employee, Employee and the Village will coordinate the issuance of insurance on the vehicle.

E. Employee further acknowledges that he is eligible and has health insurance coverage as a retiree under the Ohio Police and Fire Pension Fund. The Village will not provide Health Insurance coverage for Employee as long as Employee is eligible and has health insurance coverage through the OP&F Pension Fund plan. The Village will provide health insurance coverage for the eligible spouse of said Employee for the duration of this agreement under the Village's health insurance plan. The Village agrees to provide Employee and his eligible spouse with dental and vision insurance coverage under the Village of Greenhills plan. Employee shall not be entitled to receive any payments as provided for in the Village of Greenhills Employee Manual, in lieu of such healthcare coverage. During the Term of this Agreement, the Village will also provide life insurance as stated in the Village of Greenhills Employee Manual Policy.

SECTION VII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Municipal Manager, with the approval of the Village Council shall fix any such other terms and conditions of employment, as may be determined from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or with the Charter of the Village of Greenhills.

SECTION VIII. OTHER PROVISIONS

A. Employee acknowledges and agrees that as a re-employed retired member of the Ohio Police and Fire Pension Fund, he is required to contribute to OP&F a percentage of his gross earnings at the same contribution rate as active police officers. In addition, the Village is required to make contributions to OP&F based on a percentage of reportable payroll for this Employee. The current contribution rate is 19.5 percent for police officers. The Village and the Employee will comply with all applicable Federal, State, and Local laws, statutes, ordinances, and policies related to the employment of this Employee.

B. The text herein shall constitute the entire Agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of Employee.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, such provision, or portion thereof, shall be deemed severable, and the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Greenhills, Ohio, has caused this Agreement to be signed and executed in its behalf by its Municipal Manager and the Employee has signed and executed this Agreement, both in duplicate, this _____ day of _____, 200__.

VILLAGE OF GREENHILLS:

By: _____
Jane A. Berry, Municipal Manager

EMPLOYEE:

Thomas Doyle, Chief of Police