

ORDINANCE 15- 26

EMPLOYMENT CONTRACT BETWEEN
THE VILLAGE OF NEW LEXINGTON
AND
WILLIAM SCOTT ERVIN

This Employment Contract is made this 24 day of the month of November, 2015, between the Village of New Lexington Perry County Ohio, hereafter referred to as the Village and William Scott Ervin, hereafter referred to as Chief of Police.

WHEREAS: The Village and the Chief of Police wish to set forth the terms and conditions upon which the Village will employ the Chief of Police; and

WHEREAS: The parties wish to memorialize their intent within this agreement and indent that this Agreement represents the parties entire understanding of the terms and conditions of the Village Chief of Police employment; and

WHEREAS: parties intend that this Agreement supersede any and all prior agreements between the parties;

NOW THEREFORE: The Village and the Chief of Police in consideration of their mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1: TERMS OF EMPLOYMENT

- A. The Village hereby employs the Village Chief of Police and the Village Chief of Police hereby accepts employment with the Village, upon the terms set forth in this Agreement, effective as of the date hereof (the Effective Date) and ending on the forth (4th) anniversary of the Effective Date. The Village Chief of Police shall perform such services consistent with the Chief of Police position.
- B. The Village shall waive any and all residency requirements contained in the Ohio Revised Code, Village or other polices.

Section 2: The Village of New Lexington shall pay the Chief of Police a base annual salary of fifty six thousand six hundred fifty dollars (\$56,650.00).

Section 3: The Village shall not provide the Chief of Police with the employer paid insurance benefits package as provided to the other full time employees. Should the Chief of Police desire insurance benefits this Ordinance shall be amended accordingly.

Section 4: That the Village shall reimburse said employee at a rate of state minimum per mile for use of his private motor vehicle when needed in the furtherance of Village business.

Section 5: The Village of New Lexington shall contribute to the Police and Fireman's Retirement System those percentages normally contributed by public employees participating in the Police and Fireman's Retirement System.

Section 6: That William Scott Ervin shall be entitled to 160 hours of vacation annually. The maximum vacation which he shall be permitted to accrue at any time is 160 hours. That he shall be permitted six (6) employee choice days per year not to be accumulated. That he shall accrue sick leave at each Bi-weekly period at a rate of 4.6 hours with the unlimited accumulation. Any prior accrued sick leave balances shall be transferred. That he shall be entitled to the following paid holidays per year:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

That he shall be entitled to three days (3) of bereavement leave, not to be deducted from sick leave, for the death in the employee's immediate family, that being either spouse, mother, father, stepchild, adopted child, brother or sister, father-in-law, mother-in-law, grandparents, or person who stand in place of a parent.

Section 7: The employee has the option of receiving payment in cash for unused sick leave hours at the end of the twenty-fourth (24th) pay period of each calendar year, provided such employee was entitled to sick leave benefits during the previous calendar year and who is otherwise eligible and is in paid status or on authorized leave without pay at the end of the twenty-fourth (24th) pay period.

The employee shall notify his supervisor, in writing, on a form furnished by the Village whether he/she wishes to participate in the plan. Payment will be made in December on straight-time hourly rates or equivalent. Cash benefit shall not exceed 40 hours. Employees shall maintain at least 40 accrued hours of sick leave after the buy back.

Section 8: That he shall be provided an amount of money equal to \$500.00 per year for uniforms and maintenance and cleaning of uniforms and that amount to be reimbursed at the end of each calendar year. The city shall provide body armor at its expense. The village shall further pay the annual dues in the Ohio Chief of Police Association.

Section 9: The Village of New Lexington shall furnish William Scott Ervin a City vehicle for law enforcement purposes, seven days a week, twenty four hours a day.

Section 10: That the Chief is required to work 80 hours Bi-weekly and the time can be flexed to insure in-ordinate hours are not worked. It is understood that during any declared emergency, which the Chief will be required to be available as needed.

Section 11: All previous Pay Resolutions and Ordinances for the Village Chief of Police position before said date become null and void.

Section 12: The Village of New Lexington and William Scott Ervin agree to provide for the reopening of this agreement on an annual basis limited to the reconsideration of wage increases.

Section 13: This Ordinance shall take effect at the earliest date provided by law.

Passed: 11-24-15

APPROVED: K R Thompson Acting Mayor
Mayor

K R Thompson
President of Council

ATTEST: Lisa Spohn
Clerk

In WITNESS WHEREOF, The Village and the Chief of Police have made and executed the contract as of the day, month and year above written by the undersigned.

VILLAGE OF NEW LEXINGTON

By: Dale E. [Signature] Date: 11-24-15

CHIEF OF POLICE

By: Chief William Scott Ervin Date: 11/24/2015