

BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE

AN ORDINANCE OF MUNICIPAL)
COUNCIL OF THE MUNICIPALITY OF)
MONROEVILLE APPROVING A PERSONNEL) Ordinance No. 1523
BENEFIT AGREEMENT WITH THE CHIEF OF)
POLICE)

AND NOW, on, April 8, 1986, it is ~~ORDAINED~~

AND ENACTED By Municipal Council of the Municipality of
Monroeville

as follows:

Section 1: The proper officials of the Municipality of
Monroeville are authorized to enter into a Personnel
Benefits Agreement with John Garofolo, Chief of Police, a
copy of which is attached.

Section 2: Any ordinance, or part of an ordinance in
conflict with any of the provisions of this ordinance is
hereby repealed to the extent of such conflict.

MUNICIPALITY OF MONROEVILLE

Attest:

By Walter C. Chitt By [Signature]

ENTERED INTO LEGAL BOOK ON: _____

PERSONNEL BENEFITS AGREEMENT

between

THE MUNICIPALITY OF MONROEVILLE

and

JOHN GAROFOLO, CHIEF OF POLICE

MONROEVILLE POLICE DEPARTMENT

EFFECTIVE MARCH 12, 1986

Purpose

The purpose of this agreement is to reduce to written form, continuation of all benefits previously provided John Garofolo, as a member of the Monroeville Police Department Collective Bargaining Unit. Mr. Garofolo is being removed from the collective bargaining unit as a result of his appointment as Chief of the Monroeville Police Department, a position determined as being outside the collective bargaining unit by the Pennsylvania Labor Relations Board.

Intent

It is the intent of this agreement that Chief of Police Garofolo receive all benefits as provided under police collective bargaining agreements or arbitration awards in effect prior to March 12, 1986. Future changes in benefits after March 12, 1986 shall be at the discretion of the Municipality. It is the intent to provide the Chief of Police all benefits, privileges, and responsibilities as a Municipal Department Head. It is also intended to provide benefits to Chief Garofolo previously approved for police officers pursuant to collective bargaining or arbitration awards which accrue after retirement, termination, or separation from Municipal Police employment.

Finally, it is intended that where there is a conflict within this agreement, the same benefits and interpretations provided other police officers prior to March 12, 1986 shall prevail. Where there is a conflict and no precedent is established, then the grievance procedure outlined in this agreement shall be used and binding on all parties.

This agreement effective March 12, 1986, establishes the sum of all personnel benefits that will be afforded Monroeville Police Chief, John Garofolo. Any benefit which does not specifically appear as a part of this agreement or contained in police contract awards previous to March 12, 1986, or is not provided for under appropriate state and local laws shall not accrue to the Police Chief.

Provisions of this agreement may be amended to reflect any additional benefits received by bargaining unit members upon the mutual consent of the Municipality and the Police Chief.

BENEFITS PACKAGE

<u>BENEFIT</u>	<u>BENEFIT DESCRIPTION</u>															
Salary:	Compensation shall be at a rate of \$33,998 per year. As compensation paid to the employee during the period in which he served as Acting Chief, Mr. Garofolo is to receive compensation at a hourly rate commensurate with his new hourly rate. The difference between the monies he has received during that period and the amount he is to receive as a result of this agreement is to be payable upon the execution of this agreement.															
Clothing Allowance:	An annual allocation of four hundred (\$400.00) dollars shall be made to provide for suitable clothing and an additional thirty-five (\$35.00) dollars allocated for the purchase of leather customarily required by police officers. These funds shall remain in an account designated "Police Clothing Allowance" and expended only after proper purchasing documents have been approved.															
Holidays:	Legal holidays shall be eleven (11) in number and shall consist of the following: <table><tr><td>News Years Day</td><td>Memorial Day</td><td>Labor Day</td></tr><tr><td>Easter</td><td>July 4th</td><td>Thanksgiving</td></tr><tr><td>Christmas</td><td>Employee's Birthday</td><td></td></tr><tr><td>Two Personal Holidays</td><td></td><td></td></tr><tr><td>Employee's Wedding Anniversary</td><td></td><td></td></tr></table>	News Years Day	Memorial Day	Labor Day	Easter	July 4th	Thanksgiving	Christmas	Employee's Birthday		Two Personal Holidays			Employee's Wedding Anniversary		
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Two Personal Holidays																
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Vacation Leave:	A total of thirty (30) paid vacation days shall be available per year.															
Sick Leave:	One hundred twenty-five (125) days at full pay followed by one hundred twenty-five (125) days at half pay shall be made available in the event of serious illness.															

Courtesy Leave:

Three (3) work days may be taken off with or without pay; final approval from the Municipality required.

Hospitalization and Medical Insurance:

Continued full Blue Cross, Blue Shield and Major Medical coverage for the employee and his dependents. Also included in this coverage are full coverage dental, prescription drug and vision care insurance programs; all premiums are 100% paid by the Municipality. The above medical insurance coverages shall remain in force throughout the employee's retirement; until the date he becomes eligible for medicare.

Life Insurance:

Term life insurance valued at \$55,000 shall be in force on behalf of the employee at the expense of the Municipality. Should an employee's death be determined accidental, the principal amount accruing to beneficiaries shall be \$110,000 instead of \$55,000. Also, the loss of limbs or eyes shall provide a maximum benefit to the employee of \$55,000 and a minimum benefit of \$27,500.

Upon retirement the insurance policy remains in effect but the principal amount of the benefit is reduced to \$10,000, with the loss of limbs or eyes accordingly reduced. Accidental death after retirement would result in a benefit payment of \$20,000 to the designated beneficiary(ies).

Long-Term Disability:

Employee will receive a disability benefit equal to 100% of his eligible pension amount. These monies are to be separate from any pension benefit that he might receive should he elect to retire after being disabled.

Police Professional Liability Insurance:

The Municipality shall provide the employee with protection from any civil suit resulting from the manner in which he may have performed while acting as a police officer on behalf of the Municipality. The amount of such insurance shall be limited to \$50,000 per person (claimant) and \$100,000 per incident.

Pension Plan:

The employee shall be eligible for a pension benefit consisting of fifty (50%) percent of the average annual salary of the last thirty-six (36) month period. Should the employee happen to die at this point in his career or following retirement, his widow will receive 50% of the pension benefit available to the employee. The widow would receive this reduced benefit until her death or remarriage. In the event there remains dependent children of the employee at the time of the widow's death or

remarriage, those children under the age of eighteen (18) shall receive the benefit otherwise available to their Mother. The benefit to dependent children shall terminate upon the dependents obtaining age eighteen (18).

Social Security:

The employer shall provide the required contribution required for the employee's 0% offset participation in Social Security.

Cost of Living:

In addition to the base hourly wage received by the employee, the Municipality shall add quarterly to the base rate \$.02 for each .6 increase in the consumer price index.

Longevity Pay:

The employee will annually receive (\$50.00 per year) \$1,400 for his thirty-two years of continuous Municipal service. For each subsequent year of continuous employment, he shall receive an additional \$50.00 as longevity payment without a maximum.

Grievance Procedure

When a dispute arises concerning any point of the employees' job performance, conditions of employment or receipt of benefits, the following procedure shall be used to resolve same.

The employee may appeal any disciplinary decision or other work related matters which adversely impacts him to:

- 1st step: Municipal Manager
- 2nd step: Municipal Council
- 3rd step: Municipal Personnel Board

The decision of the Personnel Board is the final administrative review procedure available to the employee.

Vehicle Provision:

The employee shall be provided with a municipal vehicle with alternating lights to be installed in the grill work, sirens, police radio equipment and telephone paging system.

Education:

The employee is to be provided expenses to continue any post secondary degree work that he may choose to pursue.

Conferences:

The employee is permitted to attend two (2) professional conferences during the calendar year and membership fees for three professional organizations will be paid by the Municipality.

