

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 1702

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE COMPENSATION OF BENEFITS FOR THE MUNICIPAL MANAGER.

WHEREAS, pursuant to Section 501(i) and 701 of the Monroeville Home Rule Charter, it is necessary to fix the compensation of the Manager.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, and it is hereby enacted by the authority of the same as follows:

SECTION 1: That Monroeville shall compensate the Manager of Monroeville at the rate of SIXTY-FOUR THOUSAND (\$64,000.00) DOLLARS per year, payable bi-weekly.

The Municipality shall not reduce the salary or other benefits of the Manager except to the degree of such reduction across the Board of all employees of the Municipality.

SECTION 2. That Monroeville shall compensate the Manager for documented expenses incurred in the performance of the Manager's duties, including, but not limited to:

A.) Travel expenses and telephone charges;

B.) Appropriate professional organization dues, including but not limited to ICMA dues, and other expenses incurred in connection with the Manager's attendance at any professional conferences, courses or seminars relevant to the Manager's duties hereunder which are approved in advance by Monroeville

C.) Municipality recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by the Manager, and Municipality agrees to reimburse or to pay said general expenses.

D.) The Municipality shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

SECTION 3. That Monroeville shall contribute for the calendar year 1990, and for each year thereafter during the term of the Manager's appointment, a sum equal to 8 percent of the Manager's salary, payable in monthly installments, to the Manager's Retirement Account with the International City Management Association Retirement Corporation, with the first such payment to be made within thirty (30) days after the commencement of the Manager's duties with the Municipality.

In consideration of the contribution by the Municipality into the ICMA fund, the employee shall not elect to be

a member of the Pennsylvania Municipal Retirement System Pension Fund.

SECTION 4. That the Employee shall be eligible for and participate in such fringe benefits, including, without limitation, any insurance plan and short and long term disability plans, as are currently available or may generally be made available to any such full time administrative employee of Monroeville.

SECTION 5. The Municipal Manager shall be granted vacation leave and sick leave commensurate with the past service and seniority that the Manager has accumulated for past service with the Municipality.

SECTION 6. Municipality shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or of the legal action, whether groundless or otherwise, arising out of an alleged act or admission occurring in the performance of the Manager's duties. Municipality will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 7. If the Municipal Manager is terminated by Municipal Council, involuntarily and without cause, the Manager shall receive one hundred eighty (180) days or thirty-six (36) weeks of severance pay, any accrued sick leave and any unused annual vacation leave.

SECTION 8. The Municipal Manager shall be provided with an automobile owned by the Municipality and the Manager will be entitled to the free use of such car for transportation to and

from work and for all other municipal business purposes, or the Manager shall have the option to be paid the sum of THREE HUNDRED (\$300.00) DOLLARS per month as an automobile allowance.

SECTION 9. That the employee shall devote substantially all of his time, attention and energies to the business of Monroeville and shall not during the term of this Agreement be substantially engaged in any other business activity.

SECTION 10. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. If any part of this Ordinance is declared illegal or unlawful, the remaining parts shall survive and remain in full force and effect.

ORDAINED AND ENACTED into law this 17 day of April, 1990.

ATTEST:

THE MUNICIPALITY OF MONROEVILLE

Acting Municipal Manager

Thomas R. Schuerger
Mayor

ENTERED INTO LEGAL BOOK ON _____.

NOTE:

The foregoing ordinance was not approved by the Mayor pursuant to Article VI, Section 604-Veto of the Home Rule Charter.