

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2172

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER INTO A
PERSONNEL BENEFITS AGREEMENT WITH THE CHIEF OF POLICE AND
THE ASSISTANT CHIEF OF POLICE

WHEREAS, Pennsylvania Law Title 43 P.S. Act 218 commonly known as the
Police Chief's Act provides that police chiefs and assistant/deputy police chiefs receive
all benefits as provided the police officers under police collective bargaining agreements;
and

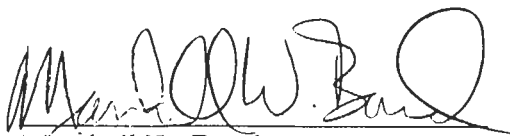
WHEREAS, Monroeville Police Chiefs and Assistant Chiefs have in the past been
provided with personnel benefits agreements; and

WHEREAS, it is the intent of the municipality to specify the terms and conditions
of employment for the Chief of Police and Assistant Chief of Police.

NOW, THEREFORE, BE IT ORDAINED on the 9th day of January, 2001, that
the proper officials are authorized to enter into a personnel benefits agreement with
George W. Polnar, Chief of Police and Kenneth D. Cole, Assistant Chief of Police.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



Abe J. Comunale
Mayor

ENTERED INTO LEGAL BOOK: January 19, 2001

PERSONNEL BENEFITS AGREEMENT

between

THE MUNICIPALITY OF MONROEVILLE

and

**KENNETH D. COLE, ASSISTANT CHIEF OF POLICE
MONROEVILLE POLICE DEPARTMENT**

PURPOSE: The purpose of this agreement is to reduce to written form continuation of all benefits previously provided Kenneth D. Cole as a member of the Monroeville Police Department Collective Bargaining Unit. Mr. Cole is being removed from the Police Collective Bargaining Unit as a result of his appointment as Assistant Chief of Police of the Monroeville Police Department, a position tested for and covered under the Civil Service Laws of the Commonwealth of Pennsylvania and determined as being outside the Police Collective Bargaining Unit by the Pennsylvania Labor Relations Board.

INTENT: It is the intent of this agreement that Assistant Chief Cole receive all benefits as provided under the Police Collective Bargaining Agreements or arbitration awards in effect prior to March 1, 1994, shall be in accordance with Pennsylvania Law Title 43 P.S., Act 218, (commonly known as "The Police Chief's Act") as it relates to salary of nonunion police officers. It is the intent to provide Mr. Cole all benefits, privileges, and responsibilities as a Municipal Department Head. It is also intended to provide the benefits to Mr. Cole previously approved for police officers pursuant to collective bargaining or arbitration awards which accrue now or in the future to members of the Monroeville Police Department.

Further, it is the intent that where there is a conflict within this agreement, the same benefits and interpretations provided other police officers shall prevail. Where there is a conflict and no precedent is established, the grievance procedure outlined by ordinance shall be used and binding on all parties.

This agreement establishes the personnel benefits that will be Mr. Cole's and will be automatically extended on January 1st of each year during his tenure of Assistant Chief of Police. Provisions of this agreement may be amended to reflect any additional benefits received by the Police Collective Bargaining Unit Members, upon the mutual consent of the Municipality and Mr. Cole.

SALARY: Compensation shall be as mutually agreed on at the time of Mr. Cole's appointment to the Assistant Chief's position and set from time to time in the salary ordinance for Professional and Supervisory Employees plus, any percentage increases contained in the current Police Collective Bargaining Agreement or any future Police Collective Bargaining Agreements, or any increase mutually agreed on through negotiations with management. The percentage increase will be based on Mr. Cole's base annual salary.

CLOTHING ALLOWANCE: An annual allocation equal to the amount in the Police Collective Bargaining Agreement shall be made to provide for suitable clothing. In addition the Municipality agrees to cover the cost of a "dress blue" uniform or other police clothing not associated with the chief's uniform.

HOLIDAY AND PERSONAL DAYS: Shall be in accordance with the Holiday and Personal Days established in the Police Collective Bargaining Agreement.

VACATION: Vacation leave shall follow the guidelines of the Police Collective Bargaining Agreement in effect. In addition, employee shall be entitled to accumulate an unlimited amount of unused vacation in each calendar year. The accumulated leave may be used at the time of employee's retirement or converted into compensatory time and accumulated up to four hundred eighty (480) hours. Employee may also elect to receive monetary compensation for all unused vacation, personal holidays, and personal days prior to the last payroll period in December of each year or at the time of retirement. The rate of pay shall be the employees' then current rate of pay.

COURTESY LEAVE: Three (3) work days may be taken off with or without pay; final approval from the Municipal Manager is required.

SICK LEAVE: SHORT TERM DISABILITY: LONG TERM DISABILITY: Employee shall be entitled to sick leave, short term disability, and long term disability in accordance with the Police Collective Bargaining Agreement.

HOSPITALIZATION AND MEDICAL INSURANCE: Hospitalization and other Healthcare insurances should be provided to employee in accordance with the Police Collective Bargaining Agreement.

LIFE INSURANCE: Term life insurance shall be provided to the employee in accordance with the Police Collective Bargaining Agreement.

PROFESSIONAL LIABILITY INSURANCE: The Municipality shall indemnify the employee and shall provide protection from any civil action resulting from the manner in which the employee may have performed while acting as Assistant Chief of Police, on behalf of the Municipality. The amount of such insurance will be \$1,000,000 per incident.

PENSION PLAN: Employee shall be entitled to a pension benefit in accordance with the Police Collective Bargaining Agreement.

COST OF LIVING: In addition to the base hourly wage received by the employee, the employee shall be entitled to the cost of living adjustment as provided in the Police Collective Bargaining Agreement.

LONGEVITY PAY: The employee will annually receive a longevity payment as provided for in the Police Collective Bargaining Agreement.

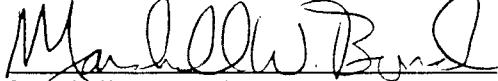
SPECIALIST PAY: The employee shall qualify for specialist pay as provided for in the Police Collective Bargaining Agreement.

VEHICLE PROVISION: The employee shall be provided with a municipal vehicle equipped with emergency lighting, siren, police radio equipment, cellular telephone, and any new technology which may be assigned to police department vehicles. Employee shall be entitled to exclusive and unrestricted use of this vehicle within the Commonwealth of Pennsylvania. Out of state travel requires prior approval of the municipal manager.

EDUCATION: The employee shall be provided expenses to continue post or secondary degree work that he may choose to pursue. College level courses must demonstrate direct relationship to work field to receive approval from Manager.

PROFESSIONAL DEVELOPMENT: The employee is permitted to attend professional conferences during the calendar year as approved by the Municipal Manager and in accordance with budget appropriations. Costs including registration, travel, lodging, and sustenance shall be paid by the Municipality. Dues and membership fees for professional police/law enforcement organizations shall be paid upon approval of the Municipal Manager.

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager

Date Jan. 10, 2001



Kenneth D. Cole
Assistant Chief of Police

PERSONNEL BENEFITS AGREEMENT

between

THE MUNICIPALITY OF MONROEVILLE

and

**GEORGE W. POLNAR, CHIEF OF POLICE
MONROEVILLE POLICE DEPARTMENT**

PURPOSE: The purpose of this agreement is to reduce to written form continuation of all benefits previously provided George W. Polnar as a member of the Monroeville Police Department Collective Bargaining Unit. Mr. Polnar is being removed from the Police Collective Bargaining Unit as a result of his appointment as Chief of Police of the Monroeville Police Department, a position tested for and covered under the Civil Service Laws of the Commonwealth of Pennsylvania and determined as being outside the Police Collective Bargaining Unit by the Pennsylvania Labor Relations Board.

INTENT: It is the intent of this agreement that Chief Polnar receive all benefits as provided under the Police Collective Bargaining Agreements or arbitration awards in effect prior to March 1, 1994, shall be in accordance with Pennsylvania Law Title 43 P.S., Act 218. (commonly known as "The Police Chief's Act") as it relates to salary of nonunion police officers. It is the intent to provide Mr. Polnar all benefits, privileges, and responsibilities as a Municipal Department Head. It is also intended to provide the benefits to Mr. Polnar previously approved for police officers pursuant to collective bargaining or arbitration awards which accrue now or in the future to members of the Monroeville Police Department.

Further, it is the intent that where there is a conflict within this agreement, the same benefits and interpretations provided other police officers shall prevail. Where there is a conflict and no precedent is established, the grievance procedure outlined by ordinance shall be used and binding on all parties.

This agreement establishes the personnel benefits that will be Mr. Polnar's and will be automatically extended on January 1st of each year during his tenure of Chief of Police. Provisions of this agreement may be amended to reflect any additional benefits received by the Police Collective Bargaining Unit Members, upon the mutual consent of the Municipality and Mr. Polnar.

SALARY: Compensation shall be as mutually agreed on at the time of Mr. Polnar's appointment to the Chief's position and set from time to time in the salary ordinance for Professional and Supervisory Employees plus, any percentage increases contained in the current Police Collective Bargaining Agreement or any future Police Collective Bargaining Agreements, or any increase mutually agreed on through negotiations with management. The percentage increase will be based on Mr. Polnar's base annual salary.

CLOTHING ALLOWANCE: An annual allocation equal to the amount in the Police Collective Bargaining Agreement shall be made to provide for suitable clothing. In addition the Municipality agrees to cover the cost of a "dress blue" uniform or other police clothing not associated with the chief's uniform.

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LIFE INSURANCE: Term life insurance shall be provided to the employee in accordance with the Police Collective Bargaining Agreement.

PROFESSIONAL LIABILITY INSURANCE: The Municipality shall indemnify the employee and shall provide protection from any civil action resulting from the manner in which the employee may have performed while acting as Chief of Police, on behalf of the Municipality. The amount of such insurance will be \$1,000,000 per incident.

PENSION PLAN: Employee shall be entitled to a pension benefit in accordance with the Police Collective Bargaining Agreement.

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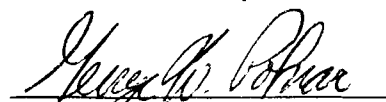
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MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager

Date Jan. 10, 2001



George W. Polnar
Chief of Police