

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2521

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

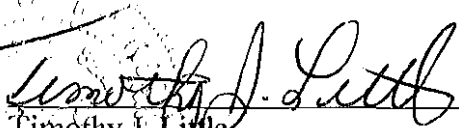
WHEREAS, Monroeville Police Chiefs and Assistant Chiefs have in the past been
provided with personnel benefits agreements; and

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

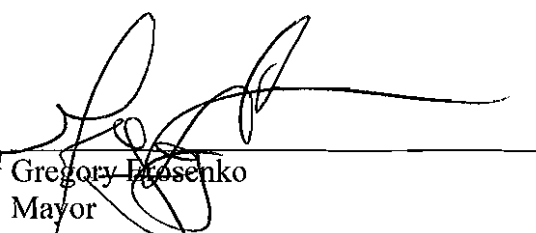
NOW, THEREFORE, BE IT ORDAINED on the 9th day of August, 2011, that the
proper officials are authorized to enter into a personnel benefits agreement with Steve
Pascarella, Assistant Chief of Police.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Timothy J. Little
Municipal Manager



Gregory Rosenko
Mayor

ENTERED INTO LEGAL BOOK: August 19, 2011

AN EMPLOYMENT AGREEMENT BETWEEN THE MUNICIPALITY OF MONROEVILLE
AND STEVEN R. PASCARELLA, ASSISTANT CHIEF OF POLICE

PURPOSE: The purpose of this agreement is to reduce to written form continuation of all benefits previously provide Steven R. Pascarella as a member of the Monroeville Police Department Collective Bargaining Unit. Mr. Pascarella 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 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 Pascarella 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. Pascarella all benefits, privileges, and responsibilities as a Municipal Department Head. It is also intended to provide the benefits to Mr. Pascarella 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 outline by ordinance shall be used and binding on all parties.

This agreement establishes the personnel benefits that will be Mr. Pascarella's and will be automatically extended on January 1st of each year during his tenure of Assistance 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. Pascarella.

SALARY: Compensation shall be as mutually agreed on at the time of Mr. Pascarella's appointment to the Assistant Chief's position and set from time to time in the salary ordinance for Professional and Supervisory Employees, but shall not be lower than 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. Pascarella's base annual salary.

DISSMISSAL: If upon resignation or dismissal without cause, Mr. Pascarella shall resume municipal employment with the highest rank, if any, held at the time of appointment.

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 Assistant Chief's uniform.

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

OFF DAYS: Vacation and personal holiday leave shall follow the guidelines of the Police Collective Bargaining Agreement in effect. Unused vacation days may accrue for early retirement purposes only. This accrual shall not be used for lump sum payment at retirement. The only exception to this requirement is the provision of an "early retirement incentive program" when authorized by Council which does not provide sufficient time for usage of accrued vacation days. The accrued days shall then be paid post retirement as part of the early retirement incentive program payments until all accrued days are exhausted. The rate of pay shall be the then current rate of pay. Mr. Pascarella shall be permitted to carry-over up to ten (10) days of unused vacation days into the following year.

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.

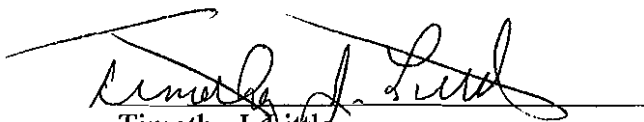
VEHICLE PROVISIONS: The employee shall be provided with a municipal vehicle equipped with emergency light, siren, police radio equipment, cellular telephone, and any new technology which may be assigned to police department vehicles. Employee shall be entitled to exclusive and unrestricted use of this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

EDUCATION: Mr. Pascarella agrees to pursue his Bachelors degree in Criminal Justice or a related field of law enforcement by gaining acceptance and enrolling in an accredited college or university of his choice. He shall register for a minimum of twelve (12) credits per year beginning in 2012, or sooner, and attain a grade of C or better in each course until such time he attains his Bachelors degree. Failure to enroll for the prescribe number of credits and maintain the aforementioned grade level as specified above at an accredited college or university may initiate a review by the Municipal Manager as to the reasoning why Mr. Pascarella is not pursuing his degree in the aforementioned fashion. The Manager will exercise reasonable discretion in reviewing the facts that may cause a review.

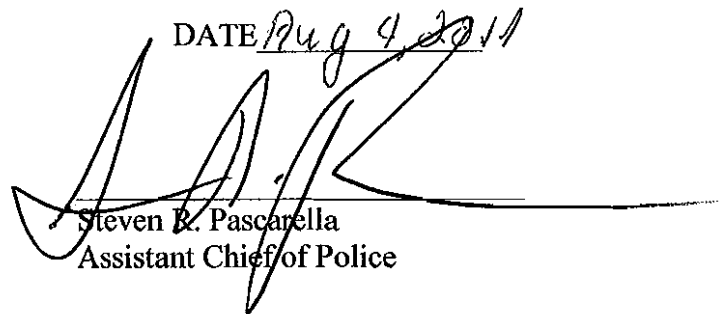
PROFESSIONAL DEVELOPMENT: The employee is permitted to attend professional conferences during the calendar year as approved by the Municipal Manager and in accordance with budget appropriations. Costs including registration, travel, lodging, and sustenance shall be paid by the Municipality. Dues and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

MUNICIPALITY OF MONROEVILLE

DATE Aug 9, 2011



Timothy J. Little
Municipal Manager



Steven R. Pascarella
Assistant Chief of Police