MUNICIPALITY OF MONROEVILLE

ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2613

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING TIMOTHY J. LITTLE AS MANAGER OF THE MUNICIPALITY OF MONROEVILLE AND ESTABLISHING THE COMPENSATION AND BENEFITS OF THE MUNICIPAL MANAGER PURSUANT TO SECTION 701 OF THE MONROEVILLE HOME RULE CHARTER

WHEREAS, pursuant to Section 506 and Section 701 of the Monroeville Home Rule Charter, Council for the Municipality of Monroeville has held a Public Hearing on the appointment, qualifications and compensation of the Municipal Manager; and

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

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, after lawful notice and a public hearing thereon pursuant to Section 506 of the Monroeville Home Rule Charter, IT is hereby ENACTED by the AUTHORITY of the same as follows:

SECTION 1: Timothy J. Little is appointed Manager of the Municipality of Monroeville subject to successful completion of required medical examinations and shall commence his duties as Manager not later than the 9th day of April, 2014.

SECTION 2: That Monroeville shall compensate the Manager of Monroeville at the base rate of $102,500.00 DOLLARS per year, payable biweekly, which shall be considered a probationary period rate in accordance with Monroeville Employee Handbook. The base rate shall be reviewed by the Mayor and Council after six (6) months from the date of hire, and based upon the achievement of goals mutually agreed upon by the Manager, Council, and the Manager may result in a higher base rate and full time permanent status. Nothing shall prohibit Council in the future from establishing a higher increase based upon an annual performance review.

In addition, the Municipality shall provide a matching contribution up to a sum equal to 4% of the base rate paid by the Manager as deferred income pursuant to Section 457 to an institution or plan of the Manager's choice. Nothing shall prohibit the Manager from increasing his contribution above the matching percentage paid by the Municipality.

SECTION 3: That Monroeville shall compensate the Manager for documented expenses incurred in the performance of the Manager's duties, including, but not limited to:

A. Lodging and mileage reimbursement as established by the IRS/GSA Tables;

B. Appropriate professional and service organization 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. The Municipality shall bear the full cost of any fidelity or others bonds required of the Manager under any Law or Ordinance.

D. The Municipality shall pay the Manager $100/month for a cell phone

SECTION 4: That the Employee upon reporting for work shall participate in such fringe benefits, including, without limitation, any healthcare, insurance plan, pension 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: Municipality shall defend, save harmless and indemnify manager against any tort, professional liability claim or demand 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 the settlement or judgment rendered thereon.

SECTION 6: The Manager shall receive vacation as follows:

Three (3) weeks

SECTION 7: It is mutually agreed that the Municipal Manager serves at the pleasure of Council as more fully set forth in the Home Rule Charter. However, as consideration for the Manager accepting this position, the Municipality of Monroeville shall after completing one (1) year of service pay a sum equal to six (6) month's salary in the event Council, for whatever reason and in its sole discretion should choose to terminate the Manager. Said package sum shall be increased by the

amount of one (1) month's salary for each year of service by the Manager commencing after the sixth anniversary date of hire and shall be capped at a maximum of twelve (12) month's salary.

Said severance shall not be paid to the Manager if:

A. Manager resigns;

B. Death of the Manager;

C. The Manager is convicted of a crime relating to the performance of his duties; and

D. The Manager is found liable for an intentional malfeasance act relating to the performance of his duties.

SECTION 8: 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 unless specifically approved by Council in accordance with Section 1506 of the Monroeville Home Rule Charter.

SECTION 9: This Ordinance shall not be modified or changed except in accordance with the Monroeville Home Rule Charter and the consent of Council for the Municipality of Monroeville.

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 one or more of the sections of this Ordinance shall for any reason be held to be to be illegal or invalid or otherwise contrary to law, then such section or sections shall be null and void, but shall be deemed separable from the

remaining section or sections, and shall in no way otherwise affect the validity or enforceability of this Ordinance.

ORDAINED AND ENACTED into law this 8th day of April, 2014.

ATTEST:

By: Timothy J. Little
Municipality of Monroeville

MUNICIPALITY OF MONROEVILLE

Gregory Erosenko, Mayor
Municipality of Monroeville

ENTERED INTO LEGAL BOOK ON: April 18, 2014