

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2615

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A
HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE
NO. 2614, ESTABLISHING THE COMPENSATION AND
PERSONNEL BENEFITS OF THE CHIEF OF POLICE.**

THIS Police Chief's Compensation and Personnel Benefits Agreement ("Agreement") made this 13th day of May, 2014, by and between the MUNICIPALITY OF MONROEVILLE (hereinafter the "Municipality") and KENNETH D. COLE (hereinafter "Cole")

WHEREAS, Cole has been appointed by the Municipality as the Chief of Police pursuant to Section 1002 of the Home Rule Charter of the Municipality of Monroeville and the applicable laws of the Commonwealth of Pennsylvania;

WHEREAS, the position of Chief of Police is not subject to the Monroeville Police Collective Bargaining Agreement (the "Police Collective Bargaining Agreement"), and pursuant to the Pennsylvania Law 43 P.S. §218 (the "Police Chief's Act") it is the intent of the Municipality to provide Cole with all of the benefits provided to police officers pursuant to the Police Collective Bargaining Agreement;

WHEREAS, it is the desire of the Municipality to establish the compensation and personnel benefits of Cole during the tenure as Chief of Police

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound, the Municipality and Cole hereby agree as follows:

1. **SALARY:** Cole shall be paid an annual salary in accordance with the salary established at the time of his appointment as Chief of Police, and shall be entitled to periodic increases as established in the Salary Ordinance for Professional and Supervisory Employees. In addition, Cole shall receive all percentage increases established in the Police Collective Bargaining Agreement in effect at the time of his appointment and any future Police Collective Bargaining Agreements. Such percentage increases shall be based upon Cole's annual base salary.

2. CLOTHING ALLOWANCE: An annual allocation equal to the amount provided in the Police Collective Bargaining Agreement shall be provided to Cole for suitable clothing. In addition, the Municipality agrees to cover the cost of providing Cole with a "dress blue" uniform or other police uniform clothing not associated with the uniform of the Chief of Police.

3. HOLIDAY/PERSONAL DAYS: Cole shall receive paid holidays and personal days in accordance with the applicable Police Collective Bargaining Agreement.

4. VACATION: Paid vacation leave shall be provided in accordance with the applicable Police Collective Bargaining Agreement. Cole shall also be entitled to accumulate an unlimited amount of un-used vacation leave each calendar year. The accumulated vacation leave may be used at the time of Cole's retirement, or converted into compensatory time and accumulated up to four hundred eighty (480) hours. At his option, Cole may also elect to receive monetary compensation for all un-used vacation leave, personal days and holidays prior to the last payroll period in December of each year, or at the time of retirement at Cole's then current rate of pay.

5. COURTESY LEAVE: Cole shall be entitled to three (3) workdays off in each calendar year, with or without pay, at the discretion and final approval of the Municipal Manager.

6. SICK LEAVE/DISABILITY: Cole shall be entitled to receive sick leave, short term disability and long term disability in accordance with the applicable Police Collective Bargaining Agreement.

7. HEALTH/MEDICAL INSURANCE: Health and medical insurance shall be provided in accordance with the Police Collective Bargaining Agreement, except ten percent (10%) of the monthly health benefit premium shall be deducted from Cole's salary pursuant to other Department Heads.

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

9. PROFESSIONAL LIABILITY INSURANCE: The Municipality agrees to indemnify Cole from any civil action resulting from the performance of his duties as Chief of Police, and shall provide Cole with professional liability insurance coverage in an amount not less than \$1,000,000.00 per incident.

10. PENSION: Cole shall be entitled to a pension benefit in accordance with the applicable Police Collective Bargaining Agreement.

11. **COST OF LIVING PAY:** In addition to the base hourly wage/salary, Cole shall also be entitled to a cost of living adjustment in accordance with the applicable Police Collective Bargaining Agreement.

12. **LONGEVITY PAY:** Cole shall receive longevity pay in accordance with the applicable Police Collective Bargaining Agreement.

13. **SPECIALIST PAY:** Cole shall receive specialist pay in accordance with the applicable Police Collective Bargaining Agreement.

14. **VEHICLE:** Cole shall be provided with a municipality owned vehicle equipped with emergency lights and siren, radio equipment, laptop computer and any other new technology that may be assigned to police department vehicles. Cole shall be entitled to exclusive and unrestricted use of the vehicle within the Commonwealth of Pennsylvania. Any travel outside of the Commonwealth of Pennsylvania shall require the approval of the Municipal Manager.

15. **EDUCATION:** Cole shall be provided with tuition and expenses to continue post or secondary degree work that he may choose to pursue, provided that such course of study bears a direct relationship to his duties and professional development. Prior approval of the Municipal Manager shall be required.

16. **PROFESSIONAL DEVELOPMENT:** Cole shall be entitled to attend professional development conferences during each calendar year as approved by the Municipal Manager, and subject to budget appropriations. Cost to be reimbursed by the Municipality shall include registration, travel, lodging and sustenance. The Municipality shall also pay the dues and membership fees for professional/law enforcement organizations as approved by the Municipal Manager.

17. **RENEWAL:** The salary and benefits provided by this Agreement shall be automatically renewed on January 1st of each calendar year during Cole's tenure as Chief of Police. The provisions of this Agreement may be amended at any time to reflect additional benefits received by members of the Police Collective Bargaining Agreement, upon mutual consent of the Cole and the Municipality.

18. **CONFLICTS:** In the event of a conflict in this Agreement, the Municipality and Cole shall be bound by any prior interpretations/precedents that may exist. In the case where no prior interpretation/precedent has been established, the grievance procedure outlined by the Police Collective Bargaining Agreement grievance procedure shall be utilized to resolve such conflicts, and shall be binding on both parties.

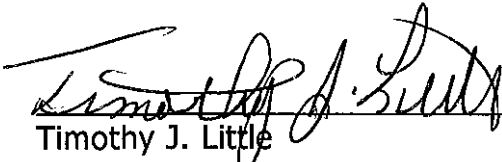
19. APPLICABLE LAWS: Nothing in this Agreement shall be construed to limit or otherwise restrict any right or privilege to which Cole may otherwise be entitled pursuant to any other ordinance, law, rule or regulation.

20. TERMINATION/RESIGNATION: In accordance with Section 1002 (c) of the Home Rule Charter of the Municipality of Monroeville, in the event that Cole resigns at the request of the Municipality from the position of Chief of Police, or is dismissed without cause by the Municipality, Cole shall be entitled to resume employment with the Municipality at the highest rank held at the time of his appointment as Chief of Police. The Municipality acknowledges such rank to be the position of Assistant Chief of Police.


Executed the day and year written above.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Timothy J. Little
Municipal Manager



Dr. Nicholas Gresock
Deputy Mayor

WITNESS:



KENNETH D. COLE

ENTERED INTO LEGAL BOOK ON: May 23, 2014