

**TOWNSHIP OF HAMPTON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING AN AMENDED MEMORANDUM OF UNDERSTANDING OF TERMS AND CONDITIONS OF EMPLOYMENT FOR W. CHRISTOPHER LOCHNER, JR. IN ACCORDANCE WITH TOWNSHIP OF HAMPTON ORDINANCE NO. 360.**

WHEREAS, the Council of the Township of Hampton did by authorization of Ordinance No. 360 originally enter into a certain Memorandum of Understanding between the Council of the Township of Hampton (“Employer”) and W. Christopher Lochner, Jr. (“Employee”), outlining the terms and conditions of employment for W. Christopher Lochner, Jr. as Township/Municipal Manager for the Township of Hampton, and

WHEREAS, the parties are desirous of amending this Memorandum of Understanding and reducing the same to writing.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the premises set out herein, the parties hereto adopt the following as that Memorandum of Understanding:

**SECTION 1 – RECOGNITION**

The Council of the Township of Hampton (Employer) desires to employ the services of W. Christopher Lochner, Jr. (Employee) as Township/Municipal Manager for the Township of Hampton, Allegheny County, Pennsylvania. W. Christopher Lochner, Jr. desires to be employed as the Township/Municipal Manager and agrees to perform the functions and duties of the Township/Municipal Manager as outlined in the Municipal Charter, the Administrative Code, and as Council shall from time to time assign.

It is the desire of both parties to set down herein certain benefits, conditions of employment, and working conditions. It is the desire of Council to (1) secure and retain the services of W. Christopher Lochner, Jr. and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Mr. Lochner morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance of dishonesty for personal gain on the part of the Employee. It is the desire of Council to abide by the Home Rule Charter, August 27, 1981:

**SECTION 602 – REMOVAL**

Council may remove the Manager at any time, with or without cause.

While in office, the Manager shall not hold any elective governmental office and shall not engage in politics, partisan or otherwise, as though he were an employee of the United States and subject to the provisions of the laws of the United States.

Nothing in this Memorandum shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth for severance.

**SECTION 2 – SALARY**

The Employer agrees to pay the Employee for his services rendered as Township/Municipal Manager, an annual base salary for 2020 of \$136,000 and 145,000 in calendar year 2021 payable in installments at the same time as other employees of the Employer are paid. The Employee shall also be entitled to an annual flat rate merit/incentive adjustment as deemed applicable by the Employer.

An annual review of said Employee shall be made in October of each year thereafter, and the rate increase, if appropriate, shall be as agreed to by the Council and Manager.

### **SECTION 3 – SEVERANCE**

In the event the Employee is terminated by the Council while that Employee is willing and able to perform his duties under this Memorandum, then in that event the Employer agrees to pay the Employee a lump sum cash payment equal to one hundred and twenty-five (125) work days salary and the balance of any accrued sick bank leave, personal days, and unused annual vacation leave. It is also agreed that life and health insurance benefits shall be continued for a period of one hundred and twenty-five (125) work days following the termination of the Employee, provided that the Employee is not dismissed or terminated for proven just cause, including any malfeasance, misfeasance or nonfeasance, then and in that event the benefits provided hereunder may not be payable to the Employee upon a majority vote decision of Council.

### **SECTION 4 – AUTOMOBILE ALLOWANCE**

The Employer agrees to make available for the Employee a Township vehicle for his use on a twenty-four (24) hour on-call basis in accordance with the following restrictions:

- (1) Said vehicle is not to leave the boundaries of the Commonwealth of Pennsylvania without the prior knowledge and permission of Council President.
- (2) All maintenance and fuel costs in accordance with the effective and safe operations of said vehicle shall be the responsibility of the Township and shall be made at the Township's expense.

If it is the Employer's decision that exclusive and unrestricted use of an automobile not be provided for the Employee, then and only at that time shall the Employee be entitled to receive an annual automobile allowance of \$6,000.00. Furthermore, it is agreed that this allowance be paid to the Employee by the Employer in twelve (12) equal monthly installments.

**SECTION 5 – RESIDENCY REQUIREMENT**

The Employee agrees to maintain a place of residence and domicile within the boundaries of the Township.

**SECTION 6 – LEAVE TIME**

Vacation leave will be for a period of twenty-five (25) working days vacation time. Sick leave will accrue at the same rate as other general employees of the Township. Miscellaneous leave, such as holiday, jury, bereavement, professional, personal, etc., shall be the same as provided other general employees of the Employer.

**SECTION 7 – LIFE AND HEALTH INSURANCE**

Employer agrees to put into force and make the required payments for health policies as provided other general employees. A term life insurance policy for the Employee is also to be provided and shall equal two (2) and one-half times his base salary rounded to the nearest \$5,000 figure.

**SECTION 8 – PENSION**

Employer agrees to make an annual contribution on behalf of the Employee in the amount of \$36,000 in 2020 and 2021 to the International City Management Association Retirement Corporation (ICMA-RC). The Employee agrees that he will contribute such amounts as is necessary and/or required by provisions of the ICMA-RC Plan. It is further agreed by the Employer that the Employee may participate in the Township of Hampton General/Non-Uniformed Employee Pension Plan as is provided other such employees.

**SECTION 9 – PROFESSIONAL ORGANIZATIONS**

Employer agrees to pay the annual membership fees for the ICMA (International City Management Association) and for APMM (Association for Pennsylvania Municipal Managers)

as well as other service and professional organizations agreed to by Council and the Manager. Participation in professional seminars, training programs, conferences and governmental meetings is encouraged, and the Employee shall be reimbursed for attendance at the ICMA and APMM conferences and other such meetings as agreed to by Council and the Manager.

**SECTION 10 – EXPENSE/REIMBURSEMENT ACCOUNT**

Employer recognizes that certain expenses of a non-personal and general job affiliated nature are incurred by the Employee, and hereby agrees to reimburse or to pay said general expenses, up to an amount not exceeding \$200 per month. The Controller is hereby authorized to disburse such monies upon receipt of a duly executed petty cash voucher, receipt, credit-card statement, expense report, invoice or personal affidavits.

**SECTION 11 – LIABILITY COVERAGE**

Employer shall provide liability coverage and errors and omissions insurance which shall provide a defense and shall save harmless and indemnify the Employee against any tort, professional liability claim or demand of any legal action, arising out of any alleged act or omission occurring in the performance of Employee's duties as Township/Municipal Manager. It being understood and agreed, however, that any willful act or omission of the Employee which should be excluded under the terms of such policy, shall, likewise, be excluded hereunder. The Employer will provide, if possible, a certificate to the Employee evidencing the coverage of the Employee as aforesaid, the intention hereof being to provide evidence to the Employee that he is specifically insured hereunder against the foregoing claims. Employer, through its insurer, will compromise and settle any such claim or suit or defend the same, and pay the amount of any settlement or judgment rendered thereon, except for any action of the Employee which shall be

excluded under the terms of the insurance. The Employer shall bear the full cost of any fidelity r other bonds required of the Employee under any law or ordinance.

**SECTION 12 – MISCELLANEOUS**

Employer shall not reduce the salary or other benefits of the Employee except to the degree of such reduction across the board for all employees of the Employer. Employee shall be entitled to any or all other benefits as provided employees of the Employer. Furthermore, the Employee may buy back any unused sick time accrued on an annual basis at a per day value of 100%. A request for such buy back may be made twice per calendar year, in June as well as December.

This Memorandum of Understanding is intended to act as an agreement outlining the relationships of parties.

This Memorandum of Understanding between Council of the Township of Hampton and W. Christopher Lochner, Jr. shall be executed by Council and become a permanent part of the Employee’s personnel file and record.

**SECTION 13 – NOTIFICATION OF VOLUNTARY SEPARATION**

It is hereby agreed by the Employee to provide the Employer a minimum of ninety (90) work days written notice for the purpose of submitting a resignation unless such notice shall be waived by the Employer.

**SECTION 14 – EFFECTIVE DATE**

This resolution is to be effective immediately.

ADOPTED by the Township of Hampton Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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WITNESS:

TOWNSHIP OF HAMPTON

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President of Council

Date:

WITNESS:

EMPLOYEE

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W. Christopher Lochner

Date: