

TOWNSHIP OF HAMPTON

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

A RESOLUTION OF THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING A MEMORANDUM OF UNDERSTANDING OF TERMS AND CONDITIONS OF EMPLOYMENT FOR THOMAS J. VULAKOVICH AS CHIEF OF POLICE.

WHEREAS, the Council of the Township of Hampton is desirous of entering into a certain Memorandum of Understanding between the Township of Hampton (“Employer”) and Thomas J. Vulakovich (“Employee”), outlining the terms and conditions of employment for Thomas J. Vulakovich as the Township of Hampton Chief of Police.

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

SECTION 1- RECOGNITION

The Council of the Township of Hampton (Employer) desires to employ the services of Thomas J. Vulakovich (Employee) as Chief of Police for the Township of Hampton, Allegheny County, Pennsylvania. Thomas J. Vulakovich desires to be employed as Chief of Police and agrees to perform the functions and duties of the Chief of Police as outlined by the Council, Municipal Manager, the Pennsylvania Police Tenure Act, and the Pennsylvania Crimes Code.

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 Thomas J. Vulakovich and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Mr. Vulakovich morale and peace of mind with respect to future security.

SECTION 2 – SALARY

The Employer agrees to pay Employee for services rendered as Chief of Police during the year 2020 an annual salary of \$119,274 (in 2020 Proposed Budget), payable in installments at the same time as other employees of the Employer are paid and prorated for that period of the year in which such services are rendered as Chief. Furthermore, the Employer agrees to pay the Employee for services rendered as Chief in 2021 an annual salary of \$122,852, (three percent (3%) above the 2020 amount).

An annual salary 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, but shall become effective on the first day of the following year, but such salary shall be increased in the event that other police officers’ salaries are increased in accordance with the provisions of Act of December 13, 1984, P.L. 1004, No. 2014 Section 1. The position Chief of Police shall not be included within the Bargaining Unit of Police Officers of the Township of

Hampton, and shall not be subject to the provisions contained in any Agreement between the Police Union and the Township.

### SECTION 3- RESIDENCY REQUIREMENTS

The Employee agrees to maintain a place of residence and domicile within forty-five (45) minutes traveling distance from the boundaries of the Township.

### SECTION 4- LEAVE TIME

The Employer shall be credited vacation leave on an annual basis in conjunction with the same terms as outlined in the labor agreement between the Township and Teamsters Local 249. Sick leave will accrue at the same rate as other police employees of the Township. Miscellaneous leave, such as holiday, jury, bereavement, professional, personal, etc., shall be the same as provided other police employees of the Employer excepting provisions relating to overtime.

### SECTION 5- LIFE AND HEALTH INSURANCE

Employer agrees to put into force and make required payments for health policies as provided other police employees. A term life insurance policy for the Employee is also to be provided and shall total a \$100,000.00 amount.

### SECTION 6- PENSION

Employer agrees to continue to allow the Employee to participate in the Township of Hampton Police Pension Plan under the same conditions as provided other police employees.

### SECTION 7- LIABILITY COVERAGE

Police Professional Liability Insurance shall be provided to the Employee on the same terms and conditions as is offered to other police employees of the Township.

### SECTION 8- PROFESSIONAL ORGANIZATIONS

Employer agrees to pay the annual membership fees for the International Association of Chiefs of Police (IACP) and for the Pennsylvania Chiefs of Police Association (PCPA) as well as other service and professional organizations agreed to by the Employee and the Employer. Participation in professional seminars, training programs, conferences and public safety related meetings is encouraged, and the Employee shall be reimbursed for attendance at such meeting.

### SECTION 9- MISCELLANEOUS

In the event that the Employee should no longer wish to serve in the position of Chief of Police, he may notify the Manager of the Township of Hampton of his intention to resign as Chief. Such notice shall be given at least ninety (90) days prior to the effective date of the Employee's resignation.

ADOPTED this 18th day of December, 2019

WITNESS:

TOWNSHIP OF HAMPTON

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Municipal Manager

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President of Council

WITNESS:

THOMAS J. VULAKOVICH

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