

11/12/21

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 ADMINISTRATOR 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”/“Chief Administrator”), outlining the terms and conditions of employment for Thomas J. Vulakovich as the Township of Hampton Chief Administrator 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 Administrator of Police for the Township of Hampton, Allegheny County, Pennsylvania. Thomas J. Vulakovich desires to be employed as Chief Administrator of Police and agrees to perform the functions and duties of the Chief Administrator of Police as outlined by the Council, Municipal Manager, the Pennsylvania Police Tenure Act, and the Pennsylvania Crimes Code. Furthermore, that he shall have and exercise all powers and duties of a duly appointed Police Office as defined by Pennsylvania Law.

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 Administrator of Police during the year 2022 an annual salary of \$110,000, 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 2023 an annual salary of \$110,000.

The position Chief Administrator 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 – VEHICLE ASSIGNMENT

Employer agrees to provide Employee a Township owned and maintained vehicle for use by the Employee as part of his duties on a twenty-four (24) hour, seven (7) day a week basis.

SECTION 5- LEAVE TIME

The Employee 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 6- 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 7- PENSION

Employee agrees not to participate in the Township of Hampton Police Pension Plan. Furthermore, the Employee agrees that the Township shall provide, on his behalf no more than a one-percent (01%) contribution to the Non-Uniform Employer Pension Plan, although he will be eligible for the full state employee unit contribution.

SECTION 8- 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 9- 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 10- MISCELLANEOUS

In the event that the Employee should no longer wish to serve in the position of Chief Administrator 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.

SECTION 11 – TERM, TERMINATION

a. The parties understand and agree that the Chief Administrator of Police shall serve at the pleasure of the Council, and that his employment may be terminated at will and without recourse under the Pennsylvania Police Tenure Act, under the Civil Service Act or any ordinances of regulations promulgated thereunder, or otherwise. Nor shall Chief Administrator be entitled upon or after termination of this agreement to any severance pay, termination benefits, or other post-employment benefits except as specifically conferred hereby.

b. Notwithstanding the foregoing Sub-Section 10.a. if Council exercises its right to abolish the Chief Administrator position, or to terminate this agreement prior to December 31, 2023, except for termination or dismissal for misconduct or other just cause, the Chief Administrator shall be entitled to receive continued payment of his salary and any covered medical benefits through December 31, 2023. (In such case, Council may, in its sole discretion, opt to pay any such post-termination salary and/or medical benefit entitlement as a lump sum payment adjusted to then present value under generally accepted accounting principles). The Chief Administrator agrees that in the event of his voluntary resignation from the position of Chief Administrator of Police he shall be entitled only to his salary and compensation earned through the last date of his employment with no entitlement to any severance pay or other post-employment compensation or benefits.

EFFECTIVE this 1st day of January 2022.

WITNESS:

TOWNSHIP OF HAMPTON

Municipal Manager

President of Council

WITNESS:

THOMAS J. VULAKOVICH
