

RESOLUTION NO. 2012-80

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE EMPLOYMENT AGREEMENT OF THE TOWNSHIP MANAGER.

WHEREAS, the Board of Commissioners approved Resolution No. 2010-12 appointing Robert Zienkowski to the office of Township Manager pursuant to an Employment Agreement effective May 1, 2010; and

WHEREAS, the Board of Commissioners and Township Manager desire to amend the existing May 1, 2010 Employment Agreement.

NOW, THEREFORE, be it hereby *RESOLVED*, that the Board of Commissioners does hereby amend the May 1, 2010 Township Manager Employment Agreement as set forth on the attached Employment Agreement Addendum dated June 18, 2012.

SO RESOLVED, this 18th day of June, A.D., 2012.

RADNOR TOWNSHIP

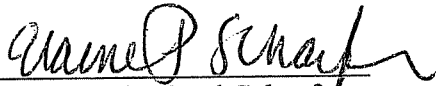
By:



Name: William A. Spingler

Title: President

ATTEST:



Name: Elaine Paul-Schaefer

Title: Vice President

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 18 day of June, 2012, by and between the TOWNSHIP OF RADNOR, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "Township", and ROBERT ZIENKOWSKI, hereinafter referred to as "Manager", both of whom agree and understand as follows:

I. Background

- A. Article V, Section 5.01, of the Home Rule Charter of Radnor Township, authorizes the appointment of a Township Manager by a majority vote of the total membership of the Radnor Township Board of Commissioners ("**Board**") to serve at the pleasure of the Board.
- B. There is a vacancy in the office of Township Manager and the Board has determined to fill the position of Manager.
- C. The Board has performed a search for a Manager to fill the position who meets the qualifications for the Township Manager position set forth in Article V, Section 5.02 of the Home Rule Charter.
- D. The Board has received numerous resumes and conducted interviews of applicants for the office of Township Manager.
- E. The Board has selected Robert Zienkowski to fill the office of Township Manager for Radnor Township ("**Manager**") and the Manager desires to accept employment as Township Manager for Radnor Township on the terms, covenants and conditions set forth in this Agreement as follows.

II. Duties

- A. The Manager shall have all of the powers and duties as set forth in Article V, Section 5.01, of the Home Rule Charter of Radnor Township and accompanying provisions of the Radnor Township Administrative Code.
- B. The Manager shall perform such other duties as specified by the laws and ordinances pertaining to Radnor Township and the Commonwealth of Pennsylvania, and as otherwise directed by the Board.

III. Term

- A. Manager shall be employed as Manager of the Township of Radnor "at will" as that term is defined under the Pennsylvania law at the time hereof and shall become effective May 1, 2010.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Manager at any time as he is an "at will" employee. Similarly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from the position of Township Manager. In the event that Manager decides to resign, he shall provide the Board with written and oral notice of his intent to resign thirty (30) days in advance thereof.

IV. Compensation, Benefits

- A. Manager's salary shall be set at One Hundred Eighty-Two Thousand Dollars (\$182,000.00) annually effective from the date of hire for as long he is employed by the Township.
- B. Township shall provide Manager a group term life insurance policy in the amount equal to one (1) year's salary and shall be paid by the Manager in full through payroll deductions. This policy and coverage shall cease once employment with Radnor Township has terminated. Manager may participate in the Township's long-term disability policy currently in effect for other exempt employees.
- C. Township shall pay for one (1) membership for the International City Management Association or other professional manager organization. All other membership and/or attendance costs for any other municipal manager conferences or training shall be at the expense of the Manager.
- D. Manager shall receive twenty (20) vacation days for the first year of service and for each year thereafter. Vacation days to be pro rated on a calendar basis from the effective date of employment. No carryover of unused vacation days may be made into the successive year. All vacation time must be used in the calendar year in which it is earned or it shall be forfeited.
- E. Manager shall receive three hundred (300) sick time hours to be utilized solely for periods of illness by Manager. No other sick time hours may be accrued except by subsequent written agreement between the parties. Sick time hours shall not be used as vacation or personal time and there is no buy-out of any sick leave in the event of Manager's separation from employment with the Township. Township shall pay for a short-term disability policy to cover Manager for any periods of disability not covered by Manager's sick time up until Manager's eligibility under the Township's current long-term disability policy.

- F. Manager shall be entitled to all annual Township paid holidays which currently include New Years Day, Martin Luther King, Jr., Day, , Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.
- G. Manager shall be entitled to five (5) days for bereavement leave and five (5) personal days annually to be prorated on a calendar basis from the effective date of employment. No carryover of bereavement leave or personal days may be made into the successive year and all such time must be used in the calendar year in which it is earned or it shall be forfeited.

V. Insurance, Pension

- A. Township shall provide Manager and his family with Township-paid health, dental and eye care coverage to commence on the date of hire if Manager so elects. For family coverage, the Manager's co-pay shall be ten percent (10%) of the annual premium costs effective January 1, 2013, eleven percent (11%) of the annual premium costs effective January 1, 2014, and twelve percent (12%) of the annual premium costs effective January 1, 2015.
- B. Manager may participate in the Township's Non-uniformed Employees Pension Plan with the current employee contributions of five percent (5%) of salary. (Note: The Board will discuss with the Manager a change from a Defined Benefit to a Defined Contribution Plan)
- C. Manager shall contribute two percent (2%) of gross salary towards OPEB.
- D. Manager may participate in Township's Deferred Compensation Plan with employee contributions.
- E. To the extent permitted by State and Federal law, Manager's contributions for health care premiums, pension, and OPEB shall be on a pre-tax basis.

VI. Termination

- A. In the event that Manager's employment is terminated by the Board "without just cause", the Board shall provide Manager with fourteen (14) days notice of intent to terminate. Upon termination, Manager shall receive as severance his then current monthly salary and continuation of health insurance coverage according to the following schedule:
 - 1. If terminated during the third year of service, six (6) months severance and six (6) months paid health insurance.
 - 2. After three (3) years of service, three (3) months severance and three (3) months paid health insurance.

- B. The Township shall have no obligation to pay the severance benefits as described in the foregoing paragraph if Manager is terminated because of the following reasons:
1. Conviction of any criminal act, including misdemeanors and felonies.
 2. Material misconduct which serves to substantially undermine the Board's trust and confidence in Manager.
 3. Material and/or continuing breaches of the Township's personnel policy, the Township's Code of Ethics, the ICMA Code of Ethics, or the Township Home Rule Charter.
- C. The termination, resignation or removal procedures set forth in this Agreement are in lieu of any inconsistent removal procedure in either the Home Rule Charter or the Administrative Code. In consideration of the severance pay and paid medical coverage as set forth in Paragraph V of this Agreement, Manager waives any right to the removal procedures set forth in Section 5.04 of the Radnor Township Home Rule Charter and any inconsistent termination or removal procedures set forth in the Administrative Code of Radnor Township.
- D. Manager agrees that in the event he is terminated under the provisions of this Agreement, or if he resigns pursuant to this Agreement, he shall within thirty (30) days before separation, create a satisfactory detailed exit report to the Board of Commissioners describing his current activities and projects, as well as detailing all ongoing Township matters to assist in any transition. Manager further agrees that he will at his own expense take all necessary action and participate with any necessary transition with any successor Township Manager. The Township Manager also agrees that he will not use any information or data against the Township to hinder Township operations.

VII. Miscellaneous

- A. The Manager is the highest appointed official of Radnor Township. He, thus, is required, at all times, on duty and off, to conduct himself in an ethical, civil and appropriate manner, with integrity, befitting his high public position in the Radnor community. The Manager shall conform at all times to the ICMA Code of Ethics, the Radnor Township Code of Ethics, and all other applicable laws and ordinances of Radnor Township, including the Township Home Rule Charter and Administrative Code, as amended.
- B. It is recognized that the Manager must devote a great deal of time outside the normal office hours to Business of the Township, and to that end the Manager will be allowed to work a Flexible Schedule or take Time-Off, as appropriate, during normal office hours as approved by the Board.

- C. This Agreement encompasses all terms, conditions, and compensation granted to Manager by the Board of Commissioners of the Township of Radnor until modified or amended by further action of the Board. The Township shall review and evaluate the performance of Manager on an annual basis.
- D. The Board requires residency in Radnor Township for the Manager as authorized under Section 5.02 of the Radnor Township Home Rule Charter.
- E. The effective date of this Employment Agreement shall be June 19, 2012.

IN WITNESS THEREOF, the Township of Radnor has caused this Agreement to be signed and executed on its behalf by the Board of Commissioners and duly attested, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

TOWNSHIP:

MANAGER:

TOWNSHIP OF RADNOR
BOARD OF COMMISSIONERS

By: William A. Spingler
Name: William A. Spingler
Title: President

Robert A. Zienkowsky
Robert A. Zienkowsky

Attest: Elaine Paul-Schaefer
Name: Elaine Paul-Schaefer
Title: Vice President