

OFFICIAL
HAMPTON TOWNSHIP
COUNTY OF ALLEGHENY, PENNSYLVANIA
RESOLUTION NO. 1056

A RESOLUTION OF THE TOWNSHIP OF HAMPTON, A HOME RULE COMMUNITY, SITUATE IN ALLEGHENY COUNTY, PENNSYLVANIA, TO APPROVE THE RESIGNATION OF OFFICER MICHAEL PERKINS AND PAYMENT OF EMPLOYMENT BENEFITS.

WHEREAS, the Township of Hampton desires to approve the resignation of Michael Perkins, an officer in the Township of Hampton's Police Department, effective December 31, 2021; and

WHEREAS, the Township of Hampton, according to the Collective Bargaining Agreement with the Police Union, must provide payment of certain benefits when an officer resigns in certain circumstances; and

WHEREAS, Officer Michael Perkins is agreeable to a cessation of his Heart and Lung Benefits effective December 31, 2021 on the basis of the permanency of his injury and his resignation from the Police Department.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Hampton as follows:

1. Pursuant to the attached exhibit "A", the Council of the Township of Hampton resolves that the Council accepts Officer Michael Perkins' resignation as of December 31, 2021

and Officer Michael Perkins is honorably discharged from the Hampton Township Police Department by reason of physical disability as of December 31, 2021.

NOW, this 15th day of December, 2021, UPON MOTION DULLY MADE AND SECONDED THE FOREGOING RESOLUTION IS HEREBY ADOPTED.

ATTEST:


Secretary

HAMPTON TOWNSHIP


Michael Peters, President
Hampton Township Council

**SETTLEMENT AGREEMENT BETWEEN
MICHAEL PERKINS AND THE TOWNSHIP OF HAMPTON**

This Settlement Agreement, executed this 15th day of December 2021, by and between Officer Michael Perkins (“Perkins”) and the Township of Hampton (“Township”).

WHEREAS, Perkins was hired by the Township as a police officer on September 4, 2006.

WHEREAS, Perkins suffered a work-related injury on April 28, 2019 for which he qualified for benefits under the Pennsylvania Heart and Lung Act (53 P.S. §637) and the Pennsylvania Workers’ Compensation Act (77 P.S. §§1, *et seq*).

WHEREAS, Perkins has continued to receive Heart and Lung Act benefits through the present date, but has not been able to return to performing his regular job duties.

WHEREAS, Perkins and the Township have exhausted their efforts for his return to work as a police officer for the Township.

WHEREAS, Based upon the length of Perkins’ disability and his prognosis, he is not reasonably expected to be able to return to the performance of his regular police duties.

WHEREAS, The Heart and Lung Act provides for payment of full salary to a law enforcement officer who is injured on the job and is “temporarily incapacitated from performing his duties.” (53 P.S. §637). Benefits under the Heart and Lung Act are properly terminated when an officer’s temporary incapacity from performing his duties has become permanent.

WHEREAS, Pursuant to 53 P.S. §812, a member of the Township police department may be discharged for “physical or mental disability affecting his ability to continue in service, in which case the person shall be honorably discharged.”

NOW, THEREFORE, with the intent to be legally bound hereby, the parties have agreed to settle the matter as follows:

1. Perkins' temporary incapacity from performing his duties is now permanent and he is therefore no longer entitled to receive benefits under the Heart and Lung Act.
2. The Township Council shall pass a Resolution that Perkins is no longer entitled to receive benefits under the Heart and Lung Act.
3. In accordance with this Settlement Agreement that Perkins' temporary incapacity due to the work injury is now permanent, he may properly be discharged for a "physical disability" under 53 P.S. §812.
4. The Township Council shall pass a Resolution that Perkins is honorably discharged from his employment with the Hampton Township Police Department by reason of physical disability under 53 P.S. §812.
5. The Township acknowledges that, when an officer is honorably discharged by reason of disability, a disability pension may not be denied on the basis of a more demanding definition of permanent and total disability. See Wright v. Lower Salford Twp. Municipal Police Pension Fund, 136 A.3d 1085 (Pa. Cmwlth. 2016); Ridley Park Police v. Borough of Ridley Park, 524 A.2d 998 (Pa. Cmwlth. 1987).
6. The Hampton Township Police Pension Plan defines "Total and Permanent Disability" as "A condition of physical or mental impairment due to which a participant is unable to perform the usual and customary duties of a police officer for the Employer, for at least six (6) months and in the opinion of physician is reasonably expected to continue to be permanent for the remainder of the Participant's lifetime."
7. Perkins' honorable discharge by reason of physical disability satisfies the standard for Total and Permanent Disability under the Police Pension Plan.

8. Perkins' application for a disability pension shall be approved in accordance with this Settlement Agreement. Perkins' disability date for pension purposes shall be December 31, 2021, provided that his employment has been terminated. If Perkins' employment has not terminated on or before December 31, 2021, his disability date for pension purposes shall be the day following his date of termination.

9. For purposes of this Settlement Agreement, the parties agree that Perkins disability pension is calculated upon his yearly annual base salary and yearly annual longevity for 2021.

10. Upon his termination, Perkins shall be entitled to post-retirement healthcare per the terms of the Collective Bargaining Agreement between the Township of Hampton and Teamsters Local Union No. 249. Additionally, upon his termination Perkins shall be entitled to payment for unused sick leave, holidays, vacation, as provided for in the aforementioned collective bargaining agreement as follows: four (4) weeks vacation; one hundred and eight (108) sick days; eleven (11) holidays. Upon his termination Perkins will have the right to purchase his Glock service weapon. Perkins will receive the balance in his healthcare savings account. Upon his termination Perkins will receive an Honorable Discharge retiree identification.

11. Perkins and the Township, through their workers' compensation carrier, have agreed to settle all workers' compensation exposures arising out of the April 28, 2019 work injury via a Compromise and Release Agreement in the amount of \$225,000; which settlement is scheduled to be entertained by WCJ Robert Steiner on December 22, 2021,

12. Workers' compensation benefits received by Perkins will not be used to offset any disability pension.

13. This Settlement Agreement is contingent upon Perkins submitting his resignation on or before December 31, 2021.

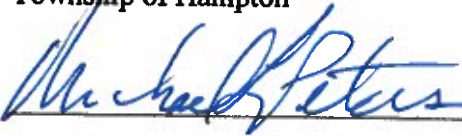
14. Perkins resignation, once submitted to the Township, is irrevocable. Moreover, Perkins agrees to waive any 30-day or other waiting period as it relates to his resignation.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have set their hands and seals on the day and year set forth below.

Michael Perkins

Date: _____

Township of Hampton



Date: December 15, 2021