

EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into on this 4th day of April, 2022, by and between the **Borough of Jenkintown**, County of Montgomery, Commonwealth of Pennsylvania, a municipal corporation (hereinafter called the "Borough" or "Employer"), as the party of the first part, and **Thomas M. Scott**, residing in Flourtown, PA, (hereinafter called "Employee"), as the party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the Borough desires to employ the services of the Employee as Chief of Police of the Borough of Jenkintown; and

WHEREAS, Employee desires to be employed as Chief of Police of the Borough.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be mutually bound thereby to the extent permitted by law, the Parties hereto agree as follows:

SECTION 1. DUTIES

Borough hereby agrees to employ Employee as Chief of Police of the Borough of Jenkintown for a period of two (2) years starting from April 4th, 2022 (hereafter referred to as the Effective Date") to perform the functions and duties specified in applicable law, to perform such other legally permissible and proper duties and functions as are commonly associated with the position of Chief of Police, and to perform all such legally permissible and proper duties and functions as the Mayor shall from time to time assign, consistent with police practices and duties normally associated with the position of Chief of Police.

Employee's duties shall include, but not be limited to, working a minimum of forty (40) hours per week, except during weeks in which a valid use of paid leave time or holiday observed by the Department occurs. As Chief, Employee will be the highest-ranking member of the Police Department (hereafter "Police Department" or "Department") and a management employee of the Borough. Thus, Employee will be considered an "exempt" employee under state and federal wage and hour laws. Consequently, Employee will not be entitled to receive overtime pay or compensatory time off for any hours worked in excess of eight (8) hours per day or forty (40) hours per work week, nor will Employee be paid overtime for any activity that would generate overtime under the existing or any future collective bargaining agreement between the Borough and the Police Association. Employee shall receive holiday pay and compensation pursuant to Section 8 of this Agreement in accordance with the Jenkintown Borough Personnel Policies and Procedures Manual.

SECTION 2. AUTHORITY and ADDITIONAL DUTIES

A. Employee shall have authority over the Police Department under the supervision of the Mayor and Council pursuant to Pennsylvania law.

B. Employee shall keep the Mayor and Council informed of the Department's activities and shall make such reports that the Mayor and Council may, from time to time, require; Employee shall perform such other duties as may be required of him by the Mayor or Council pursuant to Pennsylvania law.

C. Employee acknowledges the position is as a "working Chief," and includes patrol, enforcement and arrest functions. Employee shall meet all requirements, essential functions and physical demands contained in the job description of Patrol Officer, as approved by Council.

D. Employee's duties shall include, but are not limited to, the following tasks:

1. Direct the operations of the Borough's Police Department, participate in Borough police patrols, enforce the laws of the Commonwealth and engage in other Borough law enforcement activities.
2. Perform all other supervisory and administrative duties, including, but not limited to, all patrol scheduling and managing officers' vacation time, as directed by Council and the Mayor pursuant to Pennsylvania law.
3. Ensure that all police officers have timely completed all necessary courses and training as required by the Municipal Police Officers Education and Training Commission.
4. Report to the Mayor and Borough Council on a regular basis and at other times upon request of the Mayor or Council regarding the activities and operations of the Police Department.
5. Faithfully carry out the policies adopted, and orders and directives issued by the Council and/or Mayor.
6. Promote increased efficiency and productivity within the Police Department and, at regular intervals and as reasonably requested by the Council and/or Mayor, to report to the Council and Mayor with recommendations and alternatives to improve Borough police protection and public safety.
7. Formulate police department internal policies, to prepare and/or update on a periodic basis the Borough police regulations and a manual of police procedures and to present the same for review and approval by Council when direct costs are associated.
8. Command compliance by all Borough police officers with all police department policies, procedures, regulations, directives, and orders.
9. Conduct annual evaluations of all police officers and departmental personnel under the authority of the Chief, and report on the conclusion of such evaluations to the Mayor and Council as appropriate. Each annual evaluation of all officers shall be completed no later than the fifteenth day of September.

10. Issue commendations to police officers whose conduct warrants special praise, to make recommendations on whether any probationary employee should be given permanent status, and to make recommendations regarding promotions of Borough police officers to such ranks as may be determined by the Council to be necessary or advisable from time to time.

11. Use appropriate discretion, firmness and fairness in exercising the Chief's powers of discipline whenever a departmental employee's conduct warrants discipline. Employee shall promptly notify the Mayor and Council of any misconduct committed by a police officer under his supervision, which may require the suspension, demotion or termination of the police officer. Employee shall specify the nature of the misconduct and inform the Mayor and Council in accordance with internal affairs procedures approved by Council.

12. Prepare and propose a detailed and fiscally responsible Police Department budget each year on or before the fifteenth day of September for review and approval by Borough Council. Employee shall not delegate this responsibility to any other individual.

13. Responsibly and attentively monitor the expenses of the Police Department and report to the Mayor and Council any unforeseen expenses and any need to modify or revise the Police Department budget. Employee shall not delegate this responsibility to any other individual.

14. Ensure that all Police Department records, property, items of evidence and any other items collected by police on Borough business are held, inventoried and preserved properly, and that disposal of any such items are properly accounted for.

15. Subject to the direction by the Mayor, prepare the Police Department work schedules and appropriately implement such work schedules. Employee shall not delegate this responsibility to any other individual.

16. Subject to the direction by the Mayor, exercise discretion in the approval or disapproval of requests of police officers for time off for vacations, personal days, sick days, bereavement leave or such other emergency requests as may develop from time to time, consistent with Borough Police Department policies for Borough employees and consistent with the Bargaining Agreement. Employee shall not delegate this responsibility to any other individual.

17. Mediate disputes between Borough police officers and/or between officers and other department personnel or Borough personnel, in conformity with any operating procedures and/or contracts then in effect between the Borough and the bargaining unit, subject to the grievance rights and appeal rights granted by the Bargaining Agreement and in accordance with law. Employee shall not delegate this responsibility to any other individual.

SECTION 3. TERM

A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Borough Council to terminate the services of Employee for cause at any time from his position with the Borough, subject to the provisions set forth this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Borough, subject only to the provisions set forth in Section 4, paragraph A, of this Agreement.

C. Employee agrees to remain in the exclusive employ of Borough from the effective date of this Agreement and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. For purposes of this provision, the term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off, provided that such other teaching, writing, consulting, or other activities do not interfere with the Employees duties or responsibilities and do not negatively affect, besmirch, or bring harm to the dignity and professionalism of the office of Chief of Police, or the Jenkintown Borough Police Department, or the Borough of Jenkintown.

D. In the event written notice is not given by either party to this contract to the other at least thirty (30) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, for an additional period of two

(2) years. Said contract shall continue thereafter for one-year periods unless thirty (30) days written notice is given prior to time of expiration. In the event that written notice is given to Employee by Borough pursuant to the terms and conditions of this paragraph, then and in that event, Employee shall have the right to cease the performance of any Borough duties as Police Chief thirty (30) days from the expiration of the contract.

SECTION 4. PERFORMANCE EVALUATION

Appointment of the Chief of Police is agreed between the employee and employer to be an at-will appointment for the period of the contract. The parties agree to an annual performance evaluation to be completed by the Mayor and President of Council. In addition, the parties agree to an evaluation of the first year by a three-person panel of qualified professionals in police administration. This evaluation will be presented to the Mayor and Council for consideration. Two of those professionals will be selected by the Mayor of the Borough and one by the Council. The parties agree that this agreement can be terminated immediately for malfeasance, nonfeasance, misfeasance, and/or criminal activity(cause). In the event that the Mayor or Council decide to terminate without cause prior to the end of this agreement, the parties agree that a two thirds majority vote of the Council can determine that termination without cause. In the event of termination without cause, Section 12 Severance will apply to the termination of this agreement.

Following the first year of appointment to Chief of Police, the Mayor and President of Council shall annually review the performance of the Employee in November subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. The process, at a minimum, shall include the opportunity for both parties to: (1) meet and discuss the Employee's performance, and (2) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to the Employee by December 31st or a date mutually agreed upon by Employee and Employer.

SECTION 5. SALARY

A. Beginning from the Effective Date and for the remainder of the 2022 calendar year, Borough agrees to pay Employee an annual base salary of One Hundred and Thirty Thousand, Dollars (\$130,000.00) payable at the same interval (currently every two (2) weeks) and at the same time as other Borough employees.

B. For calendar year 2023, Employee shall receive an increase of 2.5% to his then existing annual base salary, thereby increasing his base salary to One Hundred Thirty Three Thousand, Two Hundred and Fifty Dollars (\$133,250.00), payable at the same interval (currently every two (2) weeks) as all other Borough employees provided that Employee's performance for the preceding year substantially meets or exceeds the stated goals as determined by Borough Council during the annual performance evaluation process set forth in Section 4 of this Agreement.

C. For calendar year 2024, Employee shall receive an increase of _____ to his then existing annual base salary, payable at the same interval (currently every two (2) weeks) as all other Borough employees provided that Employee's performance for the preceding year substantially meets or exceeds the stated goals as determined by Borough Council during the annual performance evaluation process set forth in Section 3 of this Agreement.

D. For calendar year 2025, Employee shall receive an increase of _____ to his then existing annual base salary, payable at the same interval (currently every two (2) weeks) as all other Borough employees provided that Employee's performance for the preceding year substantially meets or exceeds the stated goals as determined by Borough Council during the annual performance evaluation process set forth in Section 3 of this Agreement.

SECTION 6. LONGEVITY SCHEDULE

Subject to budget constraints, Employee will be eligible to receive longevity payments in conjunction with Employee's years of service to the Borough. Eligibility will begin *after* one year in service (2023) at \$500 and then continue in increments of \$250 annually for each year of service in good standing up to a maximum of \$1000. Any longevity increments will be granted and paid on the first payday after the anniversary Date of the Employee's full-time hire. The schedule shall be as follows: \$500 – 1st year, \$750 – 2nd year, \$1,000 – 3rd year, \$1,000 – 4th > beyond.

SECTION 7. EMPLOYEE BENEFITS

The Employee acknowledges that he has been provided with a copy of the Borough of Jenkintown Personnel Policy Manual for Non-Union Management Personnel, as amended (hereafter "Personnel Manual"). Notwithstanding anything to the contrary contained in this

Agreement, the Parties hereby acknowledge that the following provisions of the Personnel Manual shall not apply to the Employee:

(1) Overtime Policy, (2) Flex Time Policy, (3) On-Call Policy, (4) Resignation Policy, (5) Health and Major Medical Insurance, and (6) Non-Uniform Pension Plan.

In the event there is a contradiction between the Policy Manual and this Agreement the terms of this Agreement shall apply.

The Employee will receive Life, LTD-STD, Dental insurance coverage and elects to waive his/her health insurance coverage provided by the Borough. The Employee elects instead to provide proof of current health/medical insurance coverage and participate in the insurance waiver program. The Employee shall receive in addition to his compensation as set forth in Section 5 above the set gross amount of \$500.00 for each full month that the waiver is in place. This amount shall be paid to the Employee in the paycheck next following the completion of the full month for which the waiver was in effect and shall not be considered compensation for payment deduction purposes. This amount was agreed *per* "The Collective Bargaining Agreement *between* Jenkintown Borough Council *and* Jenkintown Police Benevolent Association. Term: 1/1/2020 – 12/31/2023". Employer shall provide Employee with uniforms to perform the duties of his employment. The aforementioned documents (*The Borough of Jenkintown 2014 Personnel Policy Manual for Non -Union Management Personnel, as amended and "The Collective Bargaining Agreement between Jenkintown Borough Council and Jenkintown Police Benevolent Association. Term: 1/1/2020 – 12/31/2023"*) will be attached to and incorporated into this Agreement as to as far as they are mentioned.

SECTION 9. A. SICK LEAVE BANK (STD/LTD)

Upon commencing employment, the employee shall have access to a bank of sixty (60) sick days to be used in the case of serious medical conditions. This leave may only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence. The sick days provided under this paragraph shall not be subject to lump sum payment to employee upon retirement, termination or any other such separation from service.

SECTION 9. B. ANNUAL SICK LEAVE

For purposes of determining or paying out accumulated sick leave the Employee shall, accrue and earn sick leave on an annual basis consistent with existing practice of the Jenkintown Borough Policy and Procedures Manual. Employee is entitled to 10 working days of sick leave per calendar year, which may only be used in half and whole day increments. Sick leave is to be used only in cases where Employee is ill and unable to work, or in cases of the serious illness of an immediate family member of Employee. If Employee is absent on sick leave for three or more consecutive working days he must submit a doctor's verification of illness or injury. If Employee is attending to an immediate family member, including any spouse, child or parent, a doctor's verification of that individual's illness or injury is required. Prior to the return to work after prolonged absence due to illness or injury, the Borough reserves the right to require Employee to be examined, at the Borough's expense, by a physician designated by the Borough to verify the fitness to return to normal duties and said Employee will not be permitted to return to work until verification is received.

An employee's unused annual sick time may be carried over to the following year, which continues indefinitely until the date of separation. When an employee is separated from the Borough, that employee shall be paid for accumulated sick days 25% of the employee's daily rate, up to a maximum of \$4,000.00."

SECTION 10. PROVIDED VEHICLE

The Borough shall provide to the Employee a vehicle from the vehicle fleet of the Jenkintown Police Department to be used by the Employee for all work-related travel and to be available to the Employee for reasonable personal use by the Employee within a radius of one hundred (100) miles from the Jenkintown Police Department station building. It is specifically understood that the provided vehicle shall not be used for personal use outside of the said one hundred (100) mile radius.

The Borough shall provide all operating expenses and repairs for the said vehicle incurred, except when it is determined that the damage or repair was a result of misconduct, malfeasance, or misfeasance by the employee.

SECTION 11. PROFESSIONAL DEVELOPMENT

Subject to budgetary concerns and with the approval of Council, Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Subject to budgetary concerns and with the approval of Council, Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the Annual Conference and meetings, for any other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

Subject to budgetary concerns and with the approval of Council, Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

Employer shall provide Employee with a fully equipped office within the municipal building from which Employee may perform the duties of his employment.

SECTION 12. SEVERANCE

Should Employee be terminated, Employee's entitlement to a severance payment and the amount of that severance payment shall be determined as follows:

A. If the Employee is terminated without cause, Employer shall provide a severance payment equal to two (2) months' salary at the current rate of pay. Employee shall not be entitled to a severance payment greater than two (2) months' salary, regardless of the number of years Employee remains in his employment as Police Chief. All severance payments shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. Employee shall also be compensated for all accrued leave in accordance with the provisions of Sections 8 and 9 of this Agreement.

B. If the Employee is terminated for cause or because of conviction of a felony, then the Employer is not obligated to pay severance for termination.

SECTION 13. RESIGNATION

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of ninety (90) days' notice unless the Parties agree otherwise in writing. Upon voluntary resignation, Employee shall collect any and all postemployment benefits set forth under this Agreement.

SECTION 14. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement as set forth in Section 3(c) above.

SECTION 15. WAIVER OF CIVIL SERVICE STATUS

The parties hereto intend that the Employee employed pursuant to the terms of this Agreement shall not have Civil Service Status as Chief of Police. Accordingly, the Employee hereby expressly waives any and all rights that the Employee may have, while employed as the Chief of Police, to any Civil Service status.

SECTION 16. SEVERABILITY

The provisions of each of the paragraphs of this Agreement are independent of and severable from each other. If any provision or part thereof is deemed illegal, void or invalid under applicable law, such provision or part shall be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held to be illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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SECTION 17. GENERAL PROVISIONS

A. Notice pursuant to this Agreement, unless otherwise specified above, shall be given by depositing in the custody of the United States Postal Service, postage prepaid, or any reputable overnight courier service, addressed as follows:

<p>To Borough:</p> <p style="text-align: center;">Borough Council President Jenkintown Borough 700 Summit Avenue Jenkintown, PA 19046</p>	<p>To Employee:</p> <hr/> <hr/> <hr/>
<p>With Copy to:</p> <p style="text-align: center;">George Locke, Borough Manager Jenkintown Borough 700 Summit Avenue Jenkintown, PA 19046</p> <p>AND</p> <p style="text-align: center;">Sean P. Kilkenny, Esquire 519 Swede Street Norristown, PA 19401</p>	<p>With Copy to:</p> <hr/> <hr/> <hr/>

Alternatively, notice required pursuant to this Agreement may be by personal service.

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice with the United States Postal Service or reputable overnight courier service.

B. Integration. This Agreement sets forth and establishes the entire understanding between the Borough and the Employee relating to the employment of the Employee by the Borough. Any prior discussions or representations by or between the parties, including but not limited to any previously executed agreement with Employee are rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement, except such amendment shall not violate the Pennsylvania Borough Code. Such amendments shall be incorporated and made a part of this Agreement.


C. Binding Effect. To the extent permitted by law, this Agreement shall be binding on the Borough and shall be binding on the Employee as well as his heirs, assigns, executors, personal representatives and successors in interest.

D. Effective Date. As set forth in Section 1, this Agreement shall have an effective date of April 4th, 2022.

E. Severability and Choice of Law. The Parties acknowledge and agree that in the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision. The Parties agree that this Agreement shall be construed in accordance with Pennsylvania law without regard to conflict of laws and venue for any action, claim or proceeding relating to this Agreement shall be the Montgomery County Courts of Common Pleas.

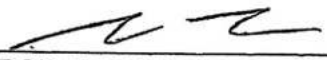
Additionally, Employee has been advised and given the right to review this Agreement with an attorney of his choosing, at his sole cost, and has freely, knowingly, and voluntarily entered into this Agreement understanding the obligations, requirements and such other terms as set forth herein.

IN WITNESS WHEREOF, the Borough has caused this Agreement to be signed and executed on its behalf by the President of Council, and duly attested by its Secretary, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.




JAY CONNERS, President
Jenkintown Borough Council

Attest:



GEORGE LOCKE, Borough Secretary
Jenkintown Borough



THOMAS SCOTT, Chief of Police
Employee