

EMPLOYMENT AGREEMENT - CHIEF OF POLICE

This Agreement (the "Agreement") is made and entered into by and between **THE BOROUGH OF COLUMBIA**, a Pennsylvania municipality (the "Borough") and **JACK R. BROMMER, JR.**, an individual currently residing at 26 South 10th Street, Columbia, Pennsylvania (the "Employee").

WHEREAS, Employee is to be employed by the Borough in the capacity of Chief of Police; and

WHEREAS, Employee is appointed to the position of Chief of Police to be effective on November 14, 2011; and

WHEREAS, the Borough and Employee desire to enter into a written employment agreement in order to establish and clarify terms and conditions of Employee's employment as Chief of Police.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence upon the appointment date and continue at the will of the Columbia Borough Council. Should the parties agree to terminate this agreement, the employee will return to his previous assignment/position as Detective Sergeant.
2. **Duties and Responsibilities.** Employee's duties and responsibilities as Chief of Police shall include all of those of a Chief Administrative Officer of the Police Department, reporting directly to and under the Supervision of the Mayor, generally including:
 - (a) Direction of all operations and activities designed to preserve the public peace, enforce criminal and traffic laws and local ordinances, and protect the life and property of the citizens of the Borough and public at large.
 - (b) Direction of crime control and criminal investigation activities within the Borough.
 - (c) Overall management of the Police Department, including personnel, budgetary and financial management.
 - (d) All duties and responsibilities as specified in Columbia Borough's Job Description for Chief of Police (attached).
3. **Termination.**
 - (a) Borough Council may terminate this Agreement and Employee's employment as Chief of Police for the following reasons:
 - (1) Physical or mental disability affecting employee's ability to continue in service, in which case employee will receive an honorable discharge from service.
 - (2) Neglect or violation of any official duty.

(3) Violating any law which provides that such violation constitutes a misdemeanor or felony.

(4) Inefficiency, neglect, intemperance, disobedience of orders or conduct unbecoming an officer.

(5) Intoxication while on duty.

(6) Engaging or participating in conducting of any political or election campaign otherwise than to exercise his own right of suffrage.

A written statement of charges made against employee shall be furnished to employee within five days after same are filed.

4. Salary. The Borough agrees to pay Employee a starting salary of \$77,335. The salary shall be paid in the same manner as other Borough Managers are paid. Subsequent yearly salary increases will be at least equal to the annual base wage increase that the Columbia Police bargaining unit receives, and potentially higher increase as may be determined by Borough Council. Employee, as an exempt employee under the Federal Fair Labor Standards Act and applicable Pennsylvania law, is not entitled to any overtime compensation or compensatory time.

5. Benefits. For benefit purposes employee's years of service will include all years of service from date of hire with Columbia Borough until date of appointment as Chief of Police.

(a) Longevity - Employee shall receive this benefit as other Borough police officers with the same years of service.

(b) Education Allowance - Employee shall receive this benefit as other Borough police officers with the same level of education.

(c) Clothing Allowance - Employee will receive up to \$500.00 per year for a uniform allowance.

(d) Pension - Pension coverage shall continue consistent with the Columbia Borough Uniformed Employee Pension Plan.

(e) Holidays - Employee shall receive the same holidays as other Borough police officers and cannot be carried over from year to year.

(f) Sick Leave - Employee shall receive this benefit as other Borough police officers.

(g) Personal Leave - Employee shall receive this benefit as other Borough police officers.

(h) Bereavement Leave - Employee shall receive this benefit as other Borough police officers.

(i) Vacation - Employee shall receive this benefit as other Borough police officers with the same years of service.

(j) Health, Dental, Vision Insurance - Employee shall receive this benefit as other Borough police officers.

(k) Retiree Health Insurance - Employee shall receive this benefit as other Borough Police Officers with the same years of service.

(l) Life Insurance - Employee shall receive this benefit as other Borough police officers.

(m) Disability Insurance - Employee shall receive this benefit as other Borough police officers.

(n) Dues: Professional Development - The Borough agrees to pay or reimburse Employee for his professional dues for membership in the International, Pennsylvania, and Lancaster County Association of Chiefs of Police and the Pennsylvania Chiefs of Police Association. The Borough also agrees to pay reasonable expenses for training programs the Borough deems desirable for Employee's professional development consistent with the Police Department's Budget as approved by Borough Council.

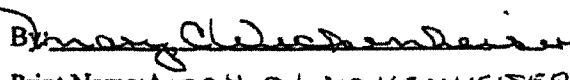
(o) Indemnification - To the extent permitted by law, the Borough shall hold Employee harmless, and indemnify him for any damages and/or civil claims made against him as a result of good faith performance of his duties. This provision is intended to cover acts or omissions on his part while performing his duties as Chief of Police. The Borough shall provide and pay for defense of civil actions against Employee as required by applicable law.

(p) Residency - Employee acknowledges that he is required to maintain a permanent residence within a twenty (20) mile radius of the Borough of Columbia.

(q) Applicable Law - This employment shall be construed in accordance with and under the laws of the Commonwealth of Pennsylvania.

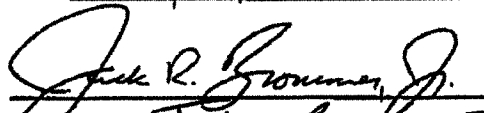
By their signatures below, the parties intend to be and agree to be lawfully bound by the above terms and provisions subject to the consent of Borough Council of the Borough of Columbia.

BOROUGH OF COLUMBIA

By: 

Print Name: MARY C. WICKENHISER

Date: 11/14/11



Print Name: Jack R. Brommer, Jr.

Date: 11/14/11