

Sent to Chief Arndt via email by Brommer on 4/27/26

Attorney Miller forwarded draft to Brommer on 4/24/26

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this _____ day of <insert date>, by and between the Borough of Columbia, Lancaster County, Pennsylvania (the "Borough"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and Holly Arndt ("Employee").

WHEREAS, the Borough desires to employ the services of Holly Arndt as the Police Chief of Columbia Borough; and

WHEREAS, Holly Arndt desires to be employed as the Police Chief of Columbia Borough;

WHEREAS, the Borough and Employee have reached an agreement on the terms and conditions pertaining to the employment of Employee as the Police Chief of the Columbia Borough; and

WHEREAS, the Borough and Employee desire to set forth these terms and conditions of employment in writing, intending to be bound hereto.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

Section 1. Term of Agreement

This Agreement shall be effective _____, 2026 (hereinafter the "Effective Date") and shall renew from year to year but, as employee is a non-civil service, at will employee, shall not be enforceable for a term of years. There shall be no express or implied renewal of any term unless a successor agreement is negotiated and executed by all parties.

Section 2. Position and Duties

The Borough agrees to employ Holly Arndt, as the Police Chief to perform the functions and duties specified by Borough Council in the job description for this position. As set forth in the job description, Employee shall exercise managerial authority and duties within the Police Department, but shall not be responsible for performing the duties and exercising the authority reserved to the Borough's Mayor pursuant to Section 1121 of the Pennsylvania Borough Code, 53 P.S. § 46121, unless directed to do so by the Mayor. Employee agrees to utilize her best efforts to discharge the duties assigned to her.

At all times, Employee shall remain a non-civil service, at-will employee and, as such, may leave the Borough's employment or be discharged therefrom, for any reason or no reason at all, with or without notice.

Excluding any provision provided in this Agreement, Employee shall comply with all of the Borough policies, rules, and ordinances, from time to time adopted, the Pennsylvania

Borough Code, and all other applicable statutes and regulations, all of which may be amended during the term of this Agreement.

Employee understands the collective bargaining agreement that applies to the members of the Police Union does not apply to her as she is not a member of the Police Union and, therefore, she has no contractual right to any of its provisions. Where there are references to the collective bargaining agreement that applies to the members of the Police Union, they are present only to illustrate the expectation of the Parties regarding the amount of leave time to be expected by Employee as the same schedule will apply.

Section 3. Compensation

In consideration of the services to be rendered under this Agreement by Employee, the Borough shall pay to Employee \$120,072.25. Thereafter, on an annual basis, Borough Council shall determine Employee's annual salary. Employee is also entitled to participate in the Borough's Annual Performance Award bonus process. Employee shall be paid such salary, subject to applicable taxes and deductions, in accordance with the Borough's regular payroll cycle.

The salary expressed above shall not be adjusted lower so long as Employee continues to meet his employment duties and obligations.

Employee specifically acknowledges and agrees that she is a salaried, exempt employee for purposes of the federal Fair Labor Standards Act and the Pennsylvania Minimum Wage Law. Accordingly, Employee shall not be eligible for overtime pay from the Borough for the performance of her duties as Police Chief.

Section 4. Work Schedule

As Police Chief, Employee is a managerial employee of the Borough exempt from the wage and hour provisions of Fair Labor Standards Act and the Pennsylvania Minimum Wage Law. In the performance of her work duties as Police Chief, Employee is expected to work a sufficient number of hours per work week, but not less than forty (40) hours per work week, to manage and oversee the operation of the Columbia Borough Police Department. A work week shall consist of the seven (7) day period from Sunday through Saturday, inclusive.

Employee is a non-bargaining unit, exempt employee under the Fair Labor Standards Act. Thus, Employee is not eligible for overtime pay or "compensatory time."

Section 5. Leave

a. **Annual Leave/Vacation** Employee shall retain the leave she currently has and follow the same schedule as set forth in the collective bargaining agreement with the Police Union. Vacation hours shall not be accumulated from year to year. Employee shall schedule and use such vacation days in accordance with the Borough's standard policies, which may change from time to time.

b. **Holidays** Employee shall retain the holiday leave she currently has and follow the same schedule as set forth in the collective bargaining agreement with the Police Union. Employee shall not be entitled to additional compensation for time worked on Holidays. Holiday leave shall not be accrued from year to year.

Employee may work on a Holiday and use the Holiday at another time. If New Year's Day and/or Christmas Day fall on a weekday, Employee must take off those Holidays. Employee must always be off on Thanksgiving Day.

c. **Personal Days** Employee shall retain the personal leave she currently has and follow the same schedule as set forth in the collective bargaining agreement with the Police Union. Employee shall use such personal days in accordance with the Borough's policies applicable to management employees, which may change from time to time. Personal days shall not be accumulated from year to year.

d. **Sick Leave** Employee shall retain the sick leave she currently has and follow the same schedule as set forth in the collective bargaining agreement with the Police Union. Employee shall use such sick days in accordance with the Borough's policies applicable to management employees, which may change from time to time.

e. **Bereavement, Jury and Military Leaves** Employee shall be eligible for bereavement, jury and military leave in accordance with the Borough's policies applicable to management employees, which may change from time to time.

Section 6. Benefits

Benefits shall be the same as those provided to non-uniform employees in the Borough with the exception of pension participation. As a sworn police officer, the Chief shall be eligible to participate in the Columbia Borough Police Pension Plan whose terms are incorporated by reference herein.

a. **Health Insurance** During the term, Employee shall be eligible to elect health insurance coverage for herself, her spouse, and any eligible dependents in accordance with the terms of each benefit program as set forth in the plan documents and the policies in effect which may be amended during the term of this Agreement. Employee shall be responsible for any co-payments and cost sharing arrangements in accordance with the Borough's policies. Employee shall also be eligible to elect dental and vision insurance coverage.

In the event that Employee chooses to use any other health care plan, Employee may choose to withdraw from the health care plans provided by the Borough in a manner and at a time designated by the Borough and participate in the Borough's opt out plan. In order to be eligible for the opt out plan, Employee and all dependents must stay off of the Borough's health care, dental and vision plans entirely. If Employee rejoins the Borough's plans, eligibility for payment under the opt out plan shall cease.

b. **Prescription Drug Coverage** Employee, her spouse, and eligible dependents shall receive the same prescription drug coverage as other police management employees. That coverage may be amended during the term of this Agreement.

c. **Life Insurance** Employee, her spouse, and eligible dependents shall receive the same life insurance coverage as other police management employees. That coverage may be amended during the term of this Agreement.

d. **Other Benefits** During the term of this Agreement, Employee shall not be eligible to participate in all of the other benefits programs, including the Borough's life insurance plan, Uniformed Pension Plan, and short- and long-term disability benefit plans, in accordance with the terms of each benefit program as set forth in the plan documents and the policies of the Borough applicable to police management employees which may be amended during the term of this Agreement.

e. **Business Expenses** Employee shall be reimbursed for all ordinary and necessary business expenses incurred by her in connected with her employment upon timely submission by Employee of receipts and documentation as required by the Internal Revenue Code and in accordance with the Borough's procedures and approved budgets.

f. **Use of Borough Vehicle** The Borough shall make available to Employee a vehicle for use, provided that said vehicle is to be used to aid Employee in the performance of her job duties as Police Chief. All costs for insuring, operating, and maintaining the vehicle will be assumed by the Borough. Employee is authorized de minimus personal use of the vehicle during the course of her duties.

Section 7. Confidentiality

The Borough will have occasion to acquire and develop confidential and proprietary information which is not generally known to the public. Employee shall execute and be bound by the Columbia Borough confidentiality requirements.

Section 8. Outside Employment

Employee agrees that while employed by the Borough to remain in the exclusive employ of the Borough except that Employee shall be permitted, so long as it does not interfere with the effective management of her duties, to engage in occasional teaching, writing, and consulting activities, for which Employee may receive compensation.

Section 9. Miscellaneous Provisions

a. **Conflicting Agreements** Employee hereby represents and warrants to the Borough that her entering into this Agreement, and the obligations and duties undertaken by her hereunder, will not conflict with, constitute a breach of, or otherwise violate the terms of any other employment relationship or agreement to which she is a party, except to the extent any

such conflict, breach, or violation under such agreement has been disclosed to Borough Council in writing, and in advance of signing this Agreement.

b. **Indemnification** The Borough shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Police Chief. The Borough will compromise, settle, and/or defend any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

c. **Entire Agreement** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and any and all prior agreements or understandings between the parties on the same subject are hereby rescinded and made null and void by mutual agreement.

d. **Binding Effect** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

e. **Amendment of Modification, Waiver** No provision of this Agreement may be amended, modified, or waived unless such amendment, modification or waiver is agreed to in writing, signed by Employee and by a duly authorized representative of the Borough. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement is to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time, or any subsequent time.

f. **Severability** If any term, condition, or provision of this Agreement shall be found by any court of competent jurisdiction to be unenforceable, in whole or in part, the rest and remainder of this Agreement shall be and remain enforceable to the fullest extent allowed by law as if such unenforceable provision had never been contained herein.

g. **Construction** This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any conflicts or choice of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. Any claim arising from this Agreement shall be brought in the Court of Common Pleas of Lancaster County, Pennsylvania.

h. **Headings** All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the headings.

i. **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart signature page delivered by electronic means or by facsimile transmission shall be deemed to have the same force and effect as an originally executed signature page.

IN WITNESS WHEREOF, the Parties hereto have put their hands on this Agreement,
this _____ day of April 2026.

BOROUGH OF COLUMBIA

Attest:

By: _____

Holly Arndt

Witness:
