

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, A.D. 2007, by and between **THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Borough"; and **F. RICHARD DRUMHELLER, JR.**, of Berks County, Pennsylvania, hereinafter called "Drumheller".

W I T N E S S E T H:

WHEREAS, Borough desires to employ the services of F. Richard Drumheller, Jr., as Police Captain of the Pottstown Police Department of Montgomery County, Pennsylvania; and,

WHEREAS, it is the desire of the Borough to provide certain benefits, establish conditions of employment and to set working conditions for said Drumheller; and,

WHEREAS, Drumheller desires to accept employment as Pottstown Police Captain of the Borough of Pottstown, Montgomery County, Pennsylvania; and,

WHEREAS, the parties desire to set forth their Agreement in writing.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises set forth herein, intending to be legally bound hereby under the terms of the Uniform Written Obligations Act enacted by the Commonwealth of Pennsylvania, agree as follows:

ARTICLE I. TERM OF AGREEMENT:

Section 1. The term of this Agreement shall begin July

23, 2007, and shall continue in full force and effect until December 31, 2008. At the conclusion of the initial term, this Agreement shall continue to run for additional one (1) year terms upon the same terms and conditions, with the exception of salary, unless the parties mutually agree to modify this Agreement.

Section 2. Drumheller agrees not to accept or engage in any other employment during the term of this Agreement or any extension or renewal thereof, provided however "employment", as used herein, shall not be construed to include occasional teaching, writing, counseling or military service performed on time off.

ARTICLE II: TERMINATION OF AGREEMENT:

Section 1. FOR CAUSE.

This Agreement may be terminated at any time for just cause for any one of the following reasons set forth in the Pennsylvania State Borough Code, 53 P.S. §46190 which consists of the following:

- (A) Physical or mental disability affecting Drumheller's ability to continue in service, in which case Drumheller shall receive an honorable discharge from service;
- (B) Neglect of violation of any official duty;
- (C) Violation of any law which provides that such violation constitutes a misdemeanor or felony;

- (D) Inefficiency, neglect, intemperance, immorality, disobedience of Ordinances, or conduct unbecoming an Officer;
- (E) Intoxication while on duty;

(F) Engaging or participating in conducting any political or election campaign other than exercising Drumheller's own right of suffrage.

In as much as Drumheller is protected under the Civil Service provisions of the Pennsylvania Borough Code, if Drumheller is subject to termination as set forth above, then Drumheller is entitled to a hearing before the Borough Civil Service Commission ("Commission") which shall determine whether or not the grounds justify Drumheller's discharge. The Commission may make such a determination only after proper notice and hearing that meet the requirements of the Borough Code, the United States Constitution and any other applicable statute, ordinance or rule.

No further wages or benefits are due Drumheller if termination for cause is upheld.

Section 2. RESIGNATION.

If the termination of this Agreement is desired by Drumheller prior to the agreed ending date stated above in Article I, the following procedures shall be followed:

(A) Borough shall be given ninety (90) days written notice;

(B) Drumheller agrees to monetarily reimburse Borough any unearned benefits prior to termination.

(C) Otherwise, salary shall cease upon termination.

ARTICLE III: SALARY:

Borough agrees to pay Drumheller an annual salary of Seventy-Five Thousand Dollars (\$75,000.00) per year. In addition, Borough agrees to increase the said base salary of Drumheller in such amounts and to such extent as Council may determine to do so on the basis of an annual salary review of the

Police Captain made at the same time as similar consideration is given to other municipal management employees generally.

ARTICLE IV: DUTIES:

Borough hereby agrees to employ said Drumheller as the Pottstown Police Captain of the Borough of Pottstown, Montgomery County, Pennsylvania, to perform the functions and duties specified in the Job Classification which is attached hereto, made a part hereof and marked as Exhibit "A". Drumheller agrees to faithfully and dutifully perform the duties of the position of Police Captain. Although the parties acknowledge that the job of Police Captain often requires emergency response, attendance at various meetings held during other than the traditional work day, it is the intent of the parties that the traditional work day, under normal circumstances, for the Police Captain shall be 8:00 a.m. to 5:00 p.m. Under no circumstances shall Drumheller be entitled to or accumulate any compensatory (comp) time.

ARTICLE V: RESIDENCY:

The parties acknowledge that Drumheller presently resides outside a five (5) mile radius of the boundary line of the Borough of Pottstown. At all times during the term of this contract or any renewal or extension thereof, should Drumheller move his principal residence, said primary principal residence shall be within a five (5) mile radius of the boundary line of the Borough of Pottstown.

ARTICLE VI: BENEFITS:

Benefits shall be provided to Drumheller as set forth in Exhibit "B" attached hereto.

ARTICLE VII: PROFESSIONAL CONFERENCES:

Section 1. Drumheller may request special leave and reimbursement for professional conferences, training and/or development.

Section 2. The Borough shall review the request and make such decision for approval or disapproval on a case by case basis.

ARTICLE VIII: UNIFORM AND EQUIPMENT:

Drumheller shall receive the sum of Five Hundred Dollars (\$500.00) annually for the purchase of civilian clothing and to replace, as required, all uniforms and accessories. An initial uniform inventory shall be provided upon the execution of this Agreement. Drumheller shall receive a lump sum payment on January 1st of each year and provide receipts to the Borough prior to the end of the calendar year or this allowance shall be treated as income.

ARTICLE IX: MODIFICATIONS:

No change or modification of this Agreement shall be valid unless in writing and signed by both parties.

ARTICLE X: NOTICE:

Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To Borough:

Pottstown Borough Council President
Pottstown Borough Hall
100 East High Street
Pottstown, PA 19464

To Drumheller:

F. Richard Drumheller, Jr.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

ARTICLE XI: ENTIRE AGREEMENT:

The Borough and Drumheller acknowledge that this is the entire Agreement between the parties, and that Drumheller acknowledges that this Agreement severs and terminates all other benefits (with the exception of pension) that Drumheller is so entitled by reason of his prior service as a Pottstown Borough Police Officer or Pottstown Police Sergeant of the Pottstown Borough Police Department.

ARTICLE XII: LAW GOVERNING:

This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania as to interpretation and as to performance.

ARTICLE XIII: SEVERABILITY OF PROVISIONS:

If any clause or portion of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the Borough has caused this Agreement to be signed and executed on its behalf and Drumheller has executed this Agreement the day and year first above written.

THE BURGESS AND TOWN COUNCIL
OF THE BOROUGH OF POTTSTOWN

BY: *Jack S. Wolf* (Seal) President

ATTEST: *Virginia L. Takach*
(Seal) Secretary

F. Richard Drumheller, Jr. (Seal)
F. Richard Drumheller, Jr.

APPROVED this 23rd day of
JULY, A.D. 2007.

Sharon V. Thomas
Mayor

EXHIBIT "A"

POTTSTOWN POLICE DEPARTMENT POSITION DESCRIPTION CAPTAIN OF POLICE

A. GENERAL DEFINITION:

This is an administrative position. The work of this position requires commanding and coordinating operations which includes the Patrol Division, the Investigations Division and the Community Response Unit of the Pottstown Police Department to unify efforts toward achievement of department goals and fulfillment of the values and Mission of the Police Department. The Captain must relieve the Chief of Police of daily routine activities and act as second in command to the Chief of Police. The Captain must set standards for and conduct performance appraisals of Operations and must oversee the Operations Analyzation function, which will be performed by the supervisors in each Division or Unit.

Supervision Exercised: Maintains continuous supervision of the Patrol Division, the Community Response Unit and the Investigations Division.

Supervision Received: Under the direction of the Chief of Police.

B. STATEMENT OF DUTIES AND RESPONSIBILITIES:

Duties and Responsibilities generally include, but are not limited to, the following:

- 2.100 The Captain shall exercise authority commensurate with assigned responsibilities and be accountable to the Chief of Police.
- 2.101 Thoroughly understand the management and operating philosophy of the Chief of Police.
- 2.102 Promptly obey and transmit all orders of the Chief, insuring uniform interpretation and full compliance by all personnel.
- 2.103 Be responsible for all administrative duties pertaining to Operations. This shall include planning, organizing and directing the activities of assigned personnel and maintenance of professional and mutually beneficial relationships with other police divisions, units, allied agencies and the public.
- 2.104 Work assigned hours in accordance with departmental needs, being available for duty at all times in case of special need or emergency.
- 2.105 Be responsible for the command and control of all Divisions and Units within the Department utilizing sworn personnel.
- 2.106 To preserve the peace, provide for the safety and security of persons and property and obey and enforce all of the criminal and traffic statutes of the Commonwealth of Pennsylvania and the Borough Code of Pottstown.

- 2.107 Be very knowledgeable with administrative policy and execute the service programs responsible for providing:**
- a. Protection of life and property.**
 - b. Prevention and suppression of crime.**
 - c. Apprehension and prosecution of offenders.**
 - d. Preservation of the peace.**
 - e. Community Oriented Policing.**
 - f. Enforcement of regulatory measures.**
- 2.108 Ensure achievement of Department goals and fulfillment of the values and Mission of the Police Department.**
- 2.109 Ensure that individual units are adequately staffed to provide ample services to the community.**
- 2.110 Maintain open channels of communication with first line supervisors in order to facilitate problem solving and information transfer.**
- 2.111 Exercise a general supervision of all public places within the Borough to ensure peace and good order and provide for the health and welfare of the community.**
- 2.112 At all times be informed of the affairs of the divisions/units and be assured that the duties of subordinates are being properly discharged.**
- 2.113 Ensure civil treatment and protection of rights for all persons coming into the scope of police authority.**
- 2.114 Be diligent in enforcing the observance of high ethical standards in the operation and conduct of all personnel. Properly document and report all instances of non-compliance to the Chief with a recommendation for appropriate corrective action.**
- 2.115 Address issues confronting police using the concept of problem oriented policing.**
- 2.116 Support the Department's Community Oriented Policing programs.**
- 2.117 Make examinations of assignments, time reports and all miscellaneous reports concerning personnel under his command to ensure proper deployment and control.**
- 2.118 Examine reports for conformity with established Departmental procedures for the complete investigation and reporting of incidents, referring improper or incomplete reports in reverse order through original channels for correction and explanation of failure.**
- 2.119 Collaborate with first line supervisors for the purpose of establishing Departmental policies and procedures, and for correcting deficiencies in interpretation and/or implementation of these policies and procedures when necessary.**

EXHIBIT "A"

- 2.120 Analyze and interpret crime, incident and internal reports to determine trends as a basis for the effective deployment of resources and direction of operation in order to decrease the incidence of crime, vice and adverse traffic conditions.**
- 2.121 Recommend new ways to improve efficiency, economy and service.**
- 2.122 Monitor the use of force and take appropriate action if necessary.**
- 2.123 Determine whether there exists within the Divisions any deficiency in personnel integrity, morale or supervision and, with approval of the Chief, institute necessary programs to address and rectify the deficiencies.**
- 2.124 Advise the Chief on all matters concerning the Department's training needs and activities.**
- 2.125 Review, develop and recommend new, revised and improved training doctrines, methods and techniques.**
- 2.126 Direct the overall internal and external Department training programs, including firearms training.**
- 2.127 Direct the preparation, distribution, review, selection and/or development of training publications, test books, training plans, orders, reports, curricula, aids and equipment.**
- 2.128 Inspect and evaluate instructor preparations and presentations.**
- 2.129 Submit to the Chief, in prescribed form and detail, such reports as may be required to accurately reflect the problems, services and activities of the various platoons and/or units in the divisions.**
- 2.130 Be responsible for the initiation and thoroughness of any investigation resulting from a complaint filed against any sworn or civilian employee of the Police Department.**
- 2.131 Determine the existence of any manner of corrupt or unethical practice within the Department and address the matter by the means dictated by departmental policy and procedures.**
- 2.132 When required, conduct or assist in the investigation of all cases of alleged or apparent misconduct by subordinate personnel, procuring evidence to sustain or refute such allegations. If required, prepare reports and assist at hearings and Examinations. In all instances of reported police misconduct or non-compliance to established policies, conduct or cause to be conducted an investigation obtaining statements from all concerned.**
- 2.133 Exert every effort to satisfy the needs of citizens requesting service, assistance or information, and courteously explain any instances where jurisdiction does not lie with the Police Department, suggesting alternative procedures to be followed.**

- 2.134 Directs the planning, research and procurement of operational equipment acquisitions and capital projects.
- 2.135 Ensure prompt reporting to proper authorities any instances of negligence, violation of law or other matters falling within the jurisdiction of any other Borough agency or department.
- 2.136 Maintain arms and equipment in a functional, presentable condition, promptly correcting deficiencies.
- 2.137 Respond to physical attacks, applying reasonable force and physical restraint to dangerous people.
- 2.138 Perform other duties as required.

C. REQUIRED SKILLS, KNOWLEDGE AND ABILITIES:

These include, but are not limited to, the following:

- 2.200 Considerable knowledge of modern police practices and methods.
- 2.201 Considerable knowledge of principles and practices of police administration and police supervision.
- 2.202 Extensive knowledge of Department guidelines, rules, policies and procedures.
- 2.203 Make decisions in accordance with current laws, rules, regulations and guidelines.
- 2.204 Knowledge of PA Crime/Vehicle Codes, Rules of Criminal Procedure and Borough Ordinances.
- 2.205 React calmly and think rationally in emergency situations.
- 2.206 Work effectively under stress.
- 2.207 Supervise and direct sworn and civilian personnel.
- 2.208 Understand, prepare and carry out complex oral and written instructions.
- 2.209 Display and utilize a high degree of tact and diplomacy when dealing with Department personnel and the public.
- 2.210 Establish and maintain good working relationships with superiors, subordinates and other Department personnel.
- 2.211 Communicate effectively, orally and in writing, with superiors and subordinates as well as civilians.

EXHIBIT "A"

- 2.212 Maintain complex records and prepare reports from such records.
- 2.213 Knowledge of the principles involved in the training and budgeting process.
- 2.214 Knowledge and understanding of State and Federal statutes which affect employee's wages, health and welfare, hours of work, working conditions, etc.
- 2.215 Knowledge of requirements in applying for grants and subsidies.
- 2.216 Sit; reach at all levels; handle vehicle controls, and specialized equipment frequently.
- 2.217 Stand, walk, run, lift and carry up to 50 lbs; push or drag moderately heavy loads; bend, crouch, kneel, climb, crawl; drive or ride in vehicle, get in and out of vehicle and perform fine manipulation.
- 2.218 Occasionally withstand exposure to traffic hazards; exposure to weather, wet conditions; high noise levels, hazardous materials and personal danger.
- 2.219 Develop skill in the use and care of firearms, batons, pepper spray and other equipment and meet qualification or certification criteria for same.
- 2.220 Use of firearms and physical restraining techniques as necessary.
- 2.221 Control behavior, on and off duty, so as not to discredit the Borough or the Department.
- 2.222 Knowledge and understanding of the current Police Collective Bargaining Agreement and AFSME Contract.

D. Equipment (Examples of machines, devices, tools, etc. used in job performance):

Police vehicle; handgun; portable radio; flashlight; telephone; pager; computer; fax machine; cellular phone; various communications equipment; mobile data terminal; camera (digital and 35 mm); SOP; code manuals; Collective Bargaining Agreements.

E. EXAMPLES OF WORK PERFORMED:

The tasks include, but are not limited to, the following:

- 2.300 Strive to develop and maintain esprit de corps and loyalty to the Department, and convey departmental philosophy of the police role by direction and example.
- 2.301 Plan, direct and control the activities of Operations to ensure proper performance of all functions.
- 2.302 Unify efforts toward achievement of Department goals and fulfillment of the values and Mission of the Police Department.

- 2.303 Assist in establishment of performance standards and operational analysis data.
- 2.304 Ensure the development of and adherence to operational policies, procedures, rules and regulations.
- 2.305 Ensure communications up and down the chain of command by personal contacts, directives and informal channels.
- 2.306 Assist in establishment and direction of a professional training program.
- 2.307 Maintain morale and discipline within the command.
- 2.308 Direct Department wide planning, prepare correspondence, reports and directives and maintain records as needed.
- 2.309 Prepare physically and psychologically for duty.
- 2.310 Assist the Chief on a day to day basis, as required.
- 2.311 Ensure that equipment, supplies and materials are properly procured and correctly used and maintained.
- 2.312 Assist in the preparation of the annual Department budget.
- 2.313 Assume news release responsibilities and other contacts with the media.
- 2.314 Prepare investigations for court and quasi court presentations, attending same when required and provide testimony.
- 2.315 When necessary, confer with members of the District Attorney's and/or US Attorney's staff, Borough Solicitor or Borough Attorney(s).
- 2.316 Conduct performance appraisals of first line supervisors, identifying training and career development needs. Review appraisals with those supervisors.

F. DESIRABLE EDUCATION, TRAINING AND EXPERIENCE:

- 2.400 Experience, education and training to be according to the standards as approved by the Civil Service Commission for the rank and in effect at the time the position is filled.
- 2.401 An Associates Degree, a Bachelor's Degree is preferred.
- 2.402 Advanced education or special training in Police Management or Supervision.

EXHIBIT "A"

G. PHYSICAL AND MEDICAL STANDARDS:

2.500 Meet approved minimal physical and medical standards.

H. LICENSES AND/OR CERTIFICATES:

2.600 Possess a valid Commonwealth of PA motor vehicle operator's license.

2.601 Associate's Degree in Criminal Justice or related discipline.

2.602 P.O.L.E.X. or equivalent.

2.603 Valid M.P.O.E.T.C. certification.

EXHIBIT "B"

AGREEMENT BETWEEN THE
BURGESS AND TOWN COUNCIL OF
THE BOROUGH OF POTTSTOWN
AND F. RICHARD DRUMHELLER, JR.

DATED THE 23rd DAY OF July, A.D. 2007

1. Holidays. Drumheller shall receive the same twelve (12) paid holidays granted to other Borough employees.

2. Personal Days. Three (3) paid personal days per annum.

3. Vacation with Pay. Twenty-five (25) days of vacation per year.

4. Death in the Family. Drumheller is permitted up to four (4) days leave with pay to attend services and make household adjustments.

5. Injury Leave. Maximum of one hundred and eighty (180) days leave with full pay less worker's compensation or Borough insurance benefits.

6. Sick Leave. Twelve (12) sick days per year accumulated to a maximum of one hundred and fifty (150) days.

7. Hospitalization/Health Insurance. Drumheller shall receive the same benefits and coverage with respect to hospitalization, major medical and all other health insurance benefits, for himself and eligible dependents, as are provided to all Police Officers within the Borough. Drumheller's individual contributions for these benefits shall not exceed the individual amount contributed by Borough Police Officers.

8. Automobile. Borough shall provide a police vehicle for use by Drumheller, and all attendant, operating and maintenance expenses and insurance. This vehicle is to be used by Drumheller in connection with the performance of his duties as Police Captain and for his professional growth and development, and shall not be used by family members for personal use.

9. Travel. Should a Borough vehicle not be available

and Drumheller be required to use his own personal vehicle, Drumheller will be reimbursed at Thirty-Five Cents (35¢) per mile when on Borough business and using personal vehicle; full reimbursement for public transportation.

10. Residency Bonus. Residency bonus in accordance with Section 214 of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers Association dated January 1, 2004, through December 31, 2008.

11. Education Incentive Pay. Education incentive pay in accordance with Section 215 of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers Association dated January 1, 2004, through December 31, 2008.

12. Life Insurance. Fifty Thousand Dollars (\$50,000.00) term life insurance while employed.

13. Accidental Death and Dismemberment. Additional Forty Thousand Dollars (\$40,000.00) for accidental death or dismemberment while employed.

14. Retirement Life Insurance. Conversion of Fifty Thousand Dollars (\$50,000.00) to personal option.

15. Retirement. As outlined Borough Ordinance No. 1679 of August 12, 1991, as amended - Act 600. It is acknowledged and agreed to by both parties that Drumheller shall receive the same pension benefit as required by any Borough Ordinance then in effect relating to retirement and pension of Police Officers.

16. Post Retirement Medical Benefits. Drumheller shall be eligible for the retirement benefits set forth in Section 402(A)(2) of the Collective Bargaining Agreement by and between the Borough of Pottstown and the Pottstown Police Officers Association dated January 1, 2004, through December 31, 2008. For this benefit, Drumheller agrees to contribute two percent (2%) of his base compensation toward the cost of this retirement benefit.

17. Retirement Incentive Pay. Drumheller shall receive retirement incentive pay as set forth in Section 217 in the present existing Collective Bargaining Agreement between the Borough of Pottstown and the Pottstown Police Officer's

Association dated January 1, 2004, through December 31, 2008.

18. Special Detail Compensation. In addition to annual salary, Drumheller shall be permitted to work special details (being defined as details in which the Borough is reimbursed at least one hundred percent of the amount of compensation paid to him for working those special details). His compensation for working those special details shall be Thirty-Seven Dollars (\$37.00) per special detail hour worked. Current examples of these details are drug task force and DUI checkpoints.

19. Tuition Assistance. Drumheller shall be reimbursed the cost of tuition registration fees, books, and examination costs up to the maximum of One Thousand Dollars (\$1,000.00) annually.

Sandi Chieffo

From: Sandi Chieffo
Sent: Monday, August 27, 2007 1:26 PM
To: Kathie Minotto; Samar Kline
Cc: Ray Lopez; Rick Drumheller; Chuck Bleile
Subject: Special Detail Compensation - Captain Drumheller

Kathie & Samar -

As per the Captain's employment agreement, please be advised of the following enhancement:

Special Detail Compensation: In addition to annual salary, Drumheller shall be permitted to work special details (being defined as details in which the Borough is reimbursed at least one hundred percent of the amount of compensation paid to him for working those special details). His compensation for working those special details shall be \$37.00 per special detail hour worked. Current examples of these details are drug task force and DUI checkpoints.

Please update your records to reflect this enhanced benefit.

Thanks! - Sandi

8/27/2007