

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made as of the 28 day of December 2015, by and between West Vincent Township, hereinafter referred to as the "Township," with an address of 729 St. Matthews Road, Chester Springs, PA 19425, and Michael Swininger, hereinafter referred to as the "Chief" or "Chief Swininger," with an address of 1183 Laurelwood Road, Pottstown, PA 19465.

**WITNESSETH**

**WHEREAS**, the Township desires to continue to employ the services of Michael Swininger as the Chief of Police of the Police Department of West Vincent Township, Chester County, Pennsylvania, to manage the Police Department and the work of its Officers; and

**WHEREAS**, Michael Swininger desires such employment as Chief of Police.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and undertakings herein set forth, the parties hereto, each intending to be legally bound hereby, do hereby covenant and agree as follows:

**SECTION I            DUTIES AND THE DATE OF EMPLOYMENT**

The term of this Agreement shall begin as of the date set forth above and shall continue until and through the first Monday in the month of January, 2019.

The duties of the West Vincent Township Chief of Police are:

1. To be the principal manager and director of daily operations of the Township Police Department, and to participate in Township police patrols and other Township law enforcement activities.

2. To report to the Township Board of Supervisors on a regular basis and at other times upon request of the Board of Supervisors for activities and operations of the Township Police Department.

3. To carry out faithfully the policies adopted and orders and directives issued by the Township Board of Supervisors, which pertain to the Township Police Department.

4. To promote increased efficiency and productivity within the Township Police Department, and, at regular intervals and as reasonably requested by the Board of Supervisors, to report to the Township Board of Supervisors with recommendations and alternatives to improve Township police protection and public safety.

5. To exercise discretion in determining which police department officer shall receive additional or specialized police education and training, within the framework of the police department budget.

6. To formulate police department internal policies, to prepare and/or update on a periodic basis the Township police regulations and a manual of police procedures and to present the same for review and approval by the Township Board of Supervisors.

7. To assume direct authority over all Township police officers and to order compliance by all Township police officers with all police department policies, procedures, regulations, directives and orders.

8. To make yearly evaluations or to direct and review yearly evaluations of all other police officers and departmental personnel under the authority of the Chief, and to report on the conclusion of such evaluations to the Board of Supervisors.

9. To 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 Township police officers to such ranks as may be determined by the Township Board of Supervisors to be necessary or advisable from time to time.

10. To use appropriate discretion, firmness and fairness in exercising the Chief's powers of discipline whenever a departmental employee's conduct warrants discipline. The Chief shall promptly notify the Board of Supervisors of any misconduct committed by a police officer under his supervision, which may, in the Chief's judgment, require the suspension, demotion or termination of the police officer, with the understanding that the Board has the exclusive authority to impose the foregoing forms of discipline. The Chief shall specify the nature of the misconduct and shall inform the Board of the discipline he recommends in the event the subject misconduct triggers the application of the Police Tenure Act or the grievance procedure set forth in the Collective Bargaining Agreement By and Between the West Vincent Police Officers' Association and West Vincent Township ("Collective Bargaining Agreement"). Notwithstanding the foregoing, the Chief shall have the authority to issue verbal or written reprimands to any police officer for conduct that, in the Chief's judgment, does not require the suspension, demotion or termination of a police officer.

11. To prepare and propose a detailed Police Department budget each year, for review and approval by the Township Board of Supervisors.

12. To monitor the expenses of the Police Department and to report to the Township Board of Supervisors any unforeseen expenses and any need to modify or revise the Police Department budget.

13. To prepare and propose capital plans for the Police Department, for periods in excess of one (1) year (e.g., five-year capital plans) for review and approval by the Township Board of Supervisors.

14. To advise the Township Board of Supervisors, at times determined in the discretion of the Chief or otherwise upon reasonable request by the Board of Supervisors, concerning such Federal, State or County grant monies as may periodically be made available, and to prepare proposals or applications for same, for consideration and approval by the Township Board of Supervisors.

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

16. To direct the preparation of Police Department work schedules, and to implement such work schedules.

17. To exercise discretion in the approval or disapproval of requests of Police Department personnel 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 Township Police Department policies for Township employees and consistent with the Collective Bargaining Agreement.

18. In the event that the Chief is away from the Township on approved, extended leave from his position (being for a period greater than seven (7) days) for the purpose of attending training and/or educational programs, he may designate an individual to serve as his designee, as must be approved by the Township Board of Supervisors, for the purpose of temporarily fulfilling his duties and obligations under this Agreement and the aforesaid

Collective Bargaining Agreement as the Officer-in-Charge. The authority and role of the Officer-in-Charge shall be limited to the duties and obligations of the Chief under the following articles of the Collective Bargaining Agreement: Article IX (in determining the need for a mandatory department meeting); Article X (with respect to notification and approval for extensions of on-call payment); Article XI (in establishing work schedules); Article XIII (in determining when vacation time may be taken); Article XV (in receiving notification of and approving personal days); Article XVI (in receiving notification of and approving sick leave, as well as in determining whether a doctor's certificate will be required for sick leave of fewer than three (3) consecutively scheduled days); Article XVII (in determining the grant of bereavement leave); Article XVIII (in recommending tuition reimbursement for educational courses in which a passing grade is attained); Article XX (in posting and assigning Police Officers to training courses). All other duties and obligations of the Chief under this Agreement and under the Collective Bargaining Agreement, particularly the Police Chief's duties and obligations under Articles XXIV (discipline) and XXV (grievance procedure) of the Collective Bargaining Agreement, shall be vested with the Chairman of the West Vincent Township Board of Supervisors.

19. To mediate disputes between Township police officers and/or between officers and other department personnel or Township personnel, in conformity with any contract then in effect between the Township and the police bargaining unit, subject to the grievance rights and appeal rights granted the collective bargaining unit, and in accordance with law.

20. To maintain a list of candidates for the positions which may become available within the Township Police Department, to conduct or have conducted background checks on prospective applicants for employment by the Police Department; to personally interview or

chair the panel which interview prospective applicants for employment within the Police Department, and to make recommendations for or against employment of such candidates to the Township Board of Supervisors, ranking the candidates recommended for employment to available positions in order of preference.

## **SECTION II SALARY AND BENEFITS**

### **1. SALARY**

a. The Township agrees to pay Chief Swinger an annual salary of One Hundred Nine Thousand Three Hundred Twenty-Five Dollars and Eighty Cents (\$109,325.80), effective immediately.

b. The Township further agrees that Chief Swinger's annual salary shall be adjusted on an annual basis during the term of this Agreement, commencing January 1, 2017, at the same percentage as the base annual salary compensation adjustment of the salaries paid to police officers who are covered by the Collective Bargaining Agreement between the Township and the West Vincent Township Police Officers Association, in effect as of the present date including any increases compensation for longevity. For example, as of the date of the instant Agreement, the police officers covered by the Collective Bargaining Agreement shall receive a base annual salary increase of 3.5% of their base annual salary, plus any longevity pay increases. Thus, as of the date of the instant Agreement and during the term of the Collective Bargaining Agreement, the Chief shall receive an annual salary increase of 3.5% per year to his base annual salary, plus any longevity pay increases. To the extent that the salary adjustment computation for police officers covered under the Collective Bargaining Agreement is increased or decreased through a future or subsequent Collective Bargaining Agreement, the Chief's annual salary

percentage adjustment shall be equivalent of such percentage adjustment under such future Collective Bargaining Agreement.

c. **ADDITIONAL COMPENSATION:** Chief Swinger shall, subject to approval of the Board of Supervisors, receive additional compensation at the equivalent of his regular hourly rate per hour for work that he is required to perform in furtherance of his duties under this Agreement during hours that he is not otherwise scheduled for a shift. Chief Swinger's regular hourly rate is computed by dividing his annual salary by two thousand eighty (2,080) hours. For example, as of the date of the execution of this Agreement, Chief Swinger would receive a regular hourly rate of Fifty-Two Dollars and Fifty-Six Cents (i.e. annual salary of \$109,325.80 divided by 2,080) for work that he is required to perform in furtherance of his duties under this Agreement during hours that he is not otherwise scheduled for a shift, subject to the approval of the Board of Supervisors.

d. The Township shall provide Chief Swinger with a take home vehicle that the Chief shall be entitled to utilize for any and all matters relating to the execution of his duties as Chief of Police for the Township, including but not limited to, traveling to and from work, responding to police calls, supervising Township police officers, attending training, and development or educational seminars or conventions. The Township shall be responsible for maintenance, fuel, service, insurance and other customary and incidental charges incurred through the use and operation of the vehicle by Chief Swinger.

## **2. DUES, CONFERENCES AND PROFESSIONAL DEVELOPMENT**

The Township agrees to pay the professional dues for the Chief's membership in the PA Chiefs Association, the International Association of Chiefs of Police, and the Chester County Association of Police Chiefs; and reasonable expenses for attendance at any annual conferences

or other such conferences' training programs and meetings which the Township Board of Supervisors directs the Chief to attend. Additionally, the Chief shall be entitled to reimbursement of ordinary and necessary expenses, which are incurred while acting in his official capacity as Chief of Police. All claims for reimbursement shall be documented and submitted to the Township Manager. Reimbursements shall be made semi-annually each June and December.

### **3. PERFORMANCE APPRAISAL**

Within thirty (30) days of each anniversary date of this Agreement, the Board of Supervisors shall review and evaluate the performance of the Chief of Police. Prior thereto, the Board shall meet with the Chief to advise him of the criteria for the performance evaluation, which criteria may be determined and modified in the reasonable discretion of the Board of Supervisors from time to time. The evaluation shall be predicated upon these criteria, as well any other deemed appropriate by the Board, a list of which criteria shall be furnished to the Chief sixty (60) days prior to the commencement of the evaluation. Within thirty (30) days of completion of the evaluation, the Board shall provide the Chief with a written summary statement of the results of the performance evaluation and shall provide an opportunity for the Chief to discuss the contents thereof with him for the purpose of improving the overall effectiveness of the Chief in his position.

### **4. HOLIDAYS AND PERSONAL DAYS**

The Chief shall be entitled to the same holiday and personal day benefits as non-union Township employees, but in no case fewer than ten (10) days.

### **5. SICK DAYS**

The Chief shall be entitled to the same sick day benefits and obligations as non-union Township employees, but in no case fewer than four (4) days.

**6. BEREAVEMENT LEAVE**

The Chief shall be entitled to the same bereavement leave benefits as prescribed in the Collective Bargaining Agreement between the Township and the West Vincent Township Police Officers Association, in effect as of the present date.

**7. VACATION**

The Chief shall be entitled to the same number of vacation days provided to non-union Township employees, but in no case fewer than fifteen (15) days.

**8. HEALTH CARE**

The Chief shall be entitled to the same health care benefits and obligations as prescribed in the Collective Bargaining Agreement between the Township and the West Vincent Township Police Officers Association, in effect as of the present date.

**9. LIFE INSURANCE AND RETIREMENT**

The Chief shall be entitled to the same life insurance and retirement benefits and obligations as prescribed in the Collective Bargaining Agreement between the Township and the West Vincent Township Police Officers Association, in effect as of the present date.

**SECTION III REMOVAL AND RESIGNATION**

It is understood that the Township may remove the Chief for just cause at any time during the term of this Agreement in accordance with the Police Tenure Act, and that the Chief may resign at any time during the term of this Agreement.

**SECTION IV. ENTIRE AGREEMENT**

This Agreement encompasses the entire agreement between the parties hereto with respect to the subject matter covered hereby, and there are no other agreements, oral or written, not set forth herein. This Agreement may not be amended without the express written consent of all parties.

**SECTION V. SEVERABILITY.**

It is understood and agreed by the parties hereto that the provisions of each of the paragraphs of this Agreement are independent of and severable from each other and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may 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.

**SECTION VI. NOTICES.**

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given to a Party when delivered personally or when sent by United States Mail to the applicable address first set forth above (or such other address as a Party may hereinafter designate from time to time).

**SECTION VI. GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and date first above written.

**WEST VINCENT TOWNSHIP**

Attest:

Tammy Swarthy

By: 

Chairman, Board of Supervisors

Date: 12/28/2015

Agreed to and accepted.

Michael Swininger

Date: \_\_\_\_\_