

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of August, 2025, by and between the Borough of Hellertown, County of Northampton, Commonwealth of Pennsylvania, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Borough", and James Baitinger, hereinafter referred to as "Employee", both of whom agree as follows:

WHEREAS, the Borough desires to employ the services of said Employee as Chief of Police for the Borough of Hellertown, as provided in the Borough Code and Borough Ordinances, as amended; and,

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I: DUTIES

Borough hereby agrees to employ James Baitinger as Chief of Police of Borough, effective August 20, 2024, to perform the functions and duties specified by the Borough Ordinances, as amended, the Borough Code, as amended, the laws of the Commonwealth of Pennsylvania and to perform such other legally permissible and proper duties and functions as the Mayor and/or Council of the Borough of Hellertown shall, from time to time, assign.

SECTION 2: TERM AND TERMINATION

Employee agrees to remain the Employee of the Borough for an indefinite term, subject to removal by Council, at any time, by a vote of the majority of all seven (7) members of Council. The terms and procedures shall be in accordance as so contained in the Borough Code, Article XI, Powers, Duties and Rights of Appointed Officers and Employees and/or any other applicable section(s) of the Borough Code.

Council shall have the right to suspend Employee for just cause, and may, during any suspension, withhold Employee's pay and/or benefits granted Employee, pursuant to this Agreement. The Terms and procedures shall be in accordance as so contained in the Borough Code, Article XI, Powers, Duties and Rights of Appointed Officers and Employees and/or any other applicable section(s) of the Borough Code.

Employee agrees to give at least thirty (30) working days written notice to the Mayor and Council prior to his Resignation.

Upon separation from employment, regardless of whether it was via resignation or termination, Employee shall receive a cash lump sum payment for all unused vacation time that is due him. All other benefits granted Employee, pursuant to this Agreement, shall cease on the effective date of resignation/termination.

SECTION 3: COMPENSATION

The Borough agrees to pay Employee, for his services rendered, annualized compensation based on the sum of One Hundred Twelve Thousand, Seven Hundred Thirty-Six (\$112,736.00) Dollars for the remainder of 2024. Said salary shall be increased by 3% effective

January 1, 2025. Thereafter, salary shall be reviewed and negotiated on a calendar basis. Said compensation shall be payable in installments at the same time and in the same manner as that of other uniformed employees. The amount of each installment shall be calculated by dividing the stated annualized salary by the number of pay periods in the year.

In addition, as Merit Compensation for Educational Achievement, said Borough agrees to pay Employee an additional sum of Eight Hundred Dollars (\$800.00) per year in recognition of the Employee's Bachelor's Degree in Criminal Justice. Said Merit Compensation for Educational Achievement payments shall be made in accordance with the same terms and procedures as contained in the Articles of Agreement by and between the Hellertown Regular Police Force and the Borough of Hellertown and shall be paid in installments allocated throughout the regular payroll periods as part of base compensation. In the event Employee terminates his employment prior to the last day of the calendar year, this Merit Compensation shall cease to be paid, in the manner as any regular compensation shall cease to be paid.

SECTION 4: RETIREMENT

In addition to the other benefits provided herein under "Compensation", Employee shall become a member of the Pension Plan that the Borough has enacted for all full-time, Uniformed Employees of said Borough Employee shall be entitled to any and all rights, benefits and obligations of said Pension Plan. Borough agrees to initiate and maintain a Public Employee Non-Qualified Deferred Compensation Plan in which said Employee may participate. The costs of adopting, maintaining and servicing the Plan shall be borne solely by the Borough. Contribution to the Plan shall be deducted from the Employee's salary. In 2024, Employee shall contribute 5.0% of his salary into the pension plan. If Employee shall leave employment prior to becoming vested in the pension plan, Employee shall be entitled to the return of all Employee contributions, plus 5.5% per annum interest, in accordance with the terms of the pension plan, In addition, if the Employee chooses to participate in the voluntary 457 Plan, the Borough will match employee contributions of up to 2% of the employee's salary toward the voluntary 457 plan.

SECTION 5: HOURS OF WORK

Employee is expected to maintain regular in-person office hours of 8 a.m. to 4:30 p.m. from Monday through Friday. Additionally, Employee is expected to attend all Borough Council meetings. Employee shall receive no additional compensation for hours worked in excess of the normal scheduled hours; however, the Employee may have time off in lieu of additional compensation, subject to written approval of the Mayor.

Excluded from this prohibition of additional compensation shall be reimbursed overtime worked by Employee on matters that are specifically reimbursed to the Borough by outside entities. Examples of this include DUI checkpoints, which are reimbursed by the County. An accounting of the amount of such hours and their reimbursement shall be made by the Chief to the Mayor on a regular basis.

SECTION 6: DUES AND SUBSCRIPTIONS

Borough agrees to budget and pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participating in national, regional, state and local associations and organizations, as deemed desirable for his continued professional growth and advancement, and for the good of the Borough.

SECTION 7: PROFESSIONAL DEVELOPMENT

Borough hereby agrees to budget and to pay the travel and subsistence expenses of Employee for reasonable professional and office-related travel, meetings and occasions, adequate to continue the professional development of Employee and to enable him to pursue necessary official and other functions for the Borough, including regional, state and local governmental activities, groups and committees of which Employee serves as a member or representative of the Borough. All such travel, meetings and occasions shall be subject to prior approval of the Mayor and according to Borough policy(s).

SECTION 8: EXPENSE REIMBURSEMENT

Borough recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Borough Treasurer is hereby authorized to disburse such monies, upon receipt of duly-executed expense or petty cash vouchers, receipts, statements, or personal affidavits, as approved by the Mayor and Borough Council. Specifically recognized as a General Expense shall be the costs of uniform laundering and/or dry cleaning. Employee shall be entitled to a maximum reimbursement of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) in any given Calendar Year period for such costs incurred. Employee shall document said costs by the provision of laundry/dry-cleaning receipts. General expenses paid to the Employee shall be the same and will coincide with the general expenses as provided in the current agreement that is made between the Regular Police force and the Borough of Hellertown and any changes made in the future. Additionally, Employee shall be provided a cell phone for work purposes that will be paid for by the Borough.

SECTION 9: VACATION. SICK LEAVE AND HOLIDAY

A. You shall be entitled to an annual vacation of 20 working days (160 hours) and four (4) personal days (32 hours) (both vacation and personal days shall be pro-rated for 2024). The time of said vacation shall be the choice of the Employee, with notification to the Mayor. Employee shall be entitled to carry over up to 80 hours of vacation to the next calendar year. The 80 hours of vacation must be taken by June 1 of the following calendar year or said vacation time shall be forfeited. The employee may choose to be compensated for a maximum of 40 hours of the accumulated 80 hours at the employee's current base hourly rate.

1. Vacation Incentive #1: If Chief of Police succeeds in developing and implementing new Standard Operating Procedures for the department within the first twelve (12) months of his employment, then his vacation allotment shall be increased to five (5) weeks, beginning with the following year, i.e., if the new SOPs are completed in June 2025, the Chief would be entitled to five weeks of vacation for 2026.
2. Vacation Incentive #2: If the Hellertown Police Department becomes an accredited organization within three (3) years of the appointment of the Chief of Police, then an additional week of vacation will be awarded beginning with the following year, i.e., if the department becomes accredited in September 2026, the Chief would have his vacation allotment increased to six (6) weeks annually (if he

had already received vacation incentive #1) beginning in 2027, or to five (5) weeks annually beginning in 2027 (if he had not received vacation incentive #1).

B. Employee shall be entitled to ten (10) days, (80 hours) of sick leave per year (prorated in 2024). Employee may accumulate up to sixty (60) sick days if not used. Upon retirement, after at least five (5) years in the Borough's employ, Employee will be entitled to have the Borough buy back any accumulated, unused sick time at 80% of its value. There shall be no buy-back entitlement prior to retirement.

C. Employee shall be entitled to the following paid Holidays: New Years Day, , Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day, and Employee's Birthday.

SECTION 9: INSURANCE

Borough agrees to provide Health Insurance and Major Medical for Employee and his spouse and eligible dependent's together with Vision and Dental coverage's. The terms of the plan, including benefits and contribution levels are subject to change at any time at the Borough's discretion. The current minimum required Employee contribution to the plan is 9.5% of the combined premium. Employee shall also be eligible for the Borough's insurance opt-out program if he so chooses.

Borough agrees to put into force and make required premium payments for the Employee for a One Hundred Thousand (\$100,000.00) Dollar life insurance group policy, with a double indemnity, in the event of accidental death during his employment, which includes a short term disability coverage for a maximum of twenty-six (26) weeks at a value of sixty (60%) percent of base salary, subject to any policy limits.

SECTION 10: BEREAVEMENT

Employee shall be entitled to funeral leave of five (5) work days off from the date of death, with pay at his regular hourly rate, for death of a mother, father, mother/father in-law, sister, brother, husband, wife, child, stepchild, grandparent or grandchild. For death of an aunt, uncle, daughter/son-in-law, sister/brother in-law, Employee shall be given one (1) work day off with pay at his regular hourly rate, which day shall be the day of the funeral.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Borough Council shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee provided that such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or any other Law or Ordinance.

All provisions of any Borough Ordinance, as amended and the Borough Code, as amended, shall apply to Employee.

Employee agrees that he will not undertake any outside employment without prior approval of the Council of the Borough of Hellertown.

At the conclusion of five (5) years of service, Employee shall receive \$110.00 for years of service to a maximum of \$3,300 upon the employee's twenty-fifth year of service.

SECTION 12. SEVERANCE

Should Employee have his employment terminated without cause at any point within three (3) years of his initial appointment as Chief of Police, then the Borough shall pay Employee a severance equal to six (6) months of salary, to be paid out over a six-month period in accordance with the Borough’s normal payroll schedule. For purposes of this section, “cause” shall mean any one or more of the reasons set forth in the Police Tenure Act for termination of a police officer, 53 P.S. §812.

No severance would be due if Employee’s employment is terminated for any reason more than three (3) years after initial appointment as Chief of Police.

SECTION 13. GENERAL PROVISIONS

This Agreement shall become effective commencing August 20, 2024, and may continue in full force and effect until terminated, except that the salary may be adjusted effective January 1, 2025, and each year thereafter.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement may be amended only in writing, signed by all parties hereto signatory.

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

JAMES BAITINGER

BOROUGH OF HELLERTOWN

Witness: _____