

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement”) is made this 12th day of December, 2023, effective January 1, 2024 between the *BOROUGH OF HIGHSPIRE*, Dauphin County, Pennsylvania (hereinafter referred to as “Borough”) and *MARK L. STONBRAKER*, an adult individual (hereinafter referred to as “Stonbraker”).

BACKGROUND

1. Stonbraker is presently the Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator for the Borough.
2. The Borough and Stonbraker desires such employment with the Borough upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto, intending to be legally bound agree as follows:

1. **BACKGROUND.** The above background is incorporated herein as part of this Agreement.
2. **EMPLOYMENT.** The Borough hereby agrees to employ Stonbraker as the Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator, effective January 1, 2024. As the Borough Manager, Stonbraker is vested with the powers and duties of that office as defined in the Borough Code of Pennsylvania and the Ordinances of the Borough of Highspire. This Agreement is subject to the laws of the Commonwealth of Pennsylvania and Ordinances of the Borough of Highspire. It is understood that Stonbraker in his position as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator is a salaried, managerial level employee of the Borough.
3. **HOURS OF EMPLOY.** Stonbraker will devote his best efforts and attention by working full time as the Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator. Stonbraker will work full-time. Stonbraker’s work week will consist of an average forty (40) hours and shall work during the normal business hours of the Borough (8:00 AM. to 4:00 PM. except for lunch). It is recognized that Stonbraker’s work day shall be on average an eight (8) hour work day, and that he shall be expected to attend to Borough business outside of the normal business hours of the Borough when necessary, including attendance at Borough Council meetings, committee meetings, and meetings of the Borough Boards and Commissions. Stonbraker shall keep regular, posted office hours of at least eight (8) hours per day, Monday through Friday. Stonbraker shall have the discretion to set his own hours provided they are between the hours of 7:00 AM. and 5:00 PM. and are regular from week to week. Any changes in his work hours shall be approved by the personnel committee with at least thirty (30) days advance notice.
4. **CONSIDERATION.** In consideration of his services to the Borough as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator, Stonbraker will be paid the salary of \$107,064.76 per annum (2% increase from 2023) through to December 31, 2024 payable in equal bi-weekly payments, as long

as Stonbraker retains the duties of Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator.

5. TERM. This Agreement shall continue as long as Borough Council, in the exercise of its absolute discretion, deems Stonbraker's performance to be satisfactory or until December 31, 2024. Stonbraker's position as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator is at will. Should either party to this Agreement wish to terminate Stonbraker's position as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator during its term, thirty (30) days prior written notice shall be given to the other party of this Agreement shall then terminate. Should Council terminate this Agreement during its term, due to Stonbraker's willful misconduct or other compelling reasons, termination shall be effective immediately upon notice to Stonbraker. Should Council terminate this Agreement during its term for reasons other than Stonbraker's willful misconduct, the Borough shall provide Stonbraker the equivalent of three (3) months salary and benefits at termination. Should Council allow this Agreement to lapse and not enter into a new agreement with Stonbraker, the Council shall pay Stonbraker the equivalent of his salary and benefits for three (3) months at the end of this contract's term.

6. BENEFITS. While employed as Borough Manager, Public Safety Director and Chief Administrative Officer of the Police Department, Stonbraker shall receive Health Insurance benefits that shall be the same or equivalent to those provided to the Borough Public Works Department employees. Stonbraker shall be eligible to participate in the Non-Uniform Pension Plan of the Borough. Stonbraker shall receive the following benefits that shall be the same as those provided to Borough Public Works Department employees: vacation, sick, holiday, personal leave, compensatory time, bereavement leave, jury duty leave, and military leave. Should any change be made in those benefits as a result of collective bargaining over the terms and conditions of employment of the Public Works Department employees, Stonbraker hereby agrees to accept any changes so made. It is understood that Stonbraker shall be allowed to submit claims for compensatory time for hours over his eight (8) hour work day when conducting Borough business (not while attending required meetings on behalf of the Borough) including, but not limited to, training, serious criminal investigation and emergencies due to flood, winter weather and all other hazards.

Vacation - Stonbraker will receive twenty (25) vacation days per year. Council will be notified in writing of any annual leave in excess of five (5) continuous days not less than thirty- days (30) prior to the vacation. Stonbraker shall carry over, from year to year, no more than forty (40) vacation days. If by years end Stonbraker has accumulated more than forty (40) vacation days as of the submission of the last payroll for the year, of any calendar year, he shall be paid for such excess accumulation at his current rate of pay.

Compensatory Time - Stonbraker shall carry over, from year to year, no more than eighty (80) hours compensatory time. Should Stonbraker accumulate more than eighty (80) compensatory hours as of the submission of the final payroll for the year, of any calendar year, he shall be paid for such excess accumulation at his current rate of pay. Should Stonbraker accumulate more

than fifteen (15) hours as of the submission of the final payroll for the year, of any calendar year, he shall be paid for such excess accumulation at his current rate of pay.

Personal Days – Stonbraker shall accrue one (1) personal day for every quarter (three (3) months) of the year for a total of four (4) personal days a year. All personal days must be used prior to the end of the year (December 31st).

Sick Days – Stonbraker shall accrue one (1) sick day for every month worked. Should Stonbraker accumulate more than one hundred and twenty sick days (120) as of the submission of the final payroll for the year, of any calendar year, he shall be paid for such excess accumulation at 1/3 his current rate of pay.

Gym Membership - The Borough shall provide to Stonbraker and at no cost to him, a membership to a local gym.

Equipment & Shoe Allowance – The Borough shall provide Stonbraker an equipment and shoe allowance as outlined in the current Highspire Police Association contract.

7. WORK PERFORMANCE. Stonbraker and Borough Council, or a committee of Council, shall meet to evaluate Stonbraker's performance as a manager as they deem appropriate. Stonbraker's duties, responsibilities and work hours as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator shall be as designated in the Borough Code except as specifically set forth in this Agreement.

8. TRAVEL-BOROUGH BUSINESS. Stonbraker shall use his personally owned vehicle to conduct Borough related business. Stonbraker shall have access to a Borough fuel card and permitted to put fuel in his vehicle as needed when said vehicle is used solely for Borough business.

9. POLICE DEPARTMENT. The parties acknowledge that with Stonbraker having to spend his work time managing the Borough, assistance will be needed in the Police Department. As long as Stonbraker is serving as Borough Manager, Public Safety Director, Chief Administrative Officer of the Police Department and Emergency Management Coordinator, a sergeant's position shall be created and filled in the Police Department. Stonbraker may delegate to the sergeant certain duties, including, but not limited to, basic schedule development, daily report reviews and additional duties all under the approval and supervision of Stonbraker. Also, Stonbraker is permitted to hire and maintain a full-time administrative assistant to be employed by the Borough with duties to be assigned by Stonbraker provided said cost stays within the current approved budget of the Borough for 2024.

10. NOTICES. All Notices required or permitted to be given under this Agreement shall be in writing and served by hand delivery or by certified mail to Stonbraker's last known residence or to the Borough's principal office in Highspire, Pennsylvania.

11. GOVERNING LAW. This Agreement shall be interpreted, construed, and governed according to the laws of the Commonwealth of Pennsylvania.

12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one in the same Agreement.

1. **LEGAL CONSTRUCTION.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the above date with the intent to be legally bound hereby.

BOROUGH OF HIGHSPIRE

STONBRAKER

By: _____

Michael J. Anderson, Council President

Mark L. Stonbraker

By: _____

Von E. Hess, Mayor