

EMPLOYMENT AGREEMENT LANCE MALOBABICH

COPY

2023

THIS AGREEMENT, made this 15th day of December, 2022, between the TOWNSHIP OF INDEPENDENCE, Beaver County, Pennsylvania (hereinafter referred to as the "Township") and LANCE MALOBABICH, Chief of Police of the Township of Independence (hereinafter referred to as "Chief").

INTENDING to be legally bound hereby, the parties do hereby covenant and agree as follows:

The Board of Supervisors of the Township has employed LANCE MALOBABICH as Chief of Police of the Township effective July 17, 2013, and does hereby agree to continue all the terms of this Agreement as Chief as long as he is willing and able to serve as such until he attains full retirement eligibility under Pennsylvania law applicable to Townships of the Second Class. The Chief shall be entitled to all of the job protection provided by the laws of Pennsylvania applicable to police officers serving in Townships of the Second Class and shall not be suspended, removed or reduced in rank except in accordance with the Police Tenure Act 53 P.S. Sec 811-816 and PA Chiefs Bill, 43 P.S. Sec. 218. The Chief shall not be removed for religious, racial or political reasons as stipulated in the aforementioned Act.

Until the Chief is eligible for full retirement benefits in accordance with the laws of Pennsylvania governing such pensions and retirement benefits, the Township agrees as follows:

1. SALARY

The salary of the Chief shall be set annually by the Board of Supervisors. For 2023, Chief Malobabich shall receive an annual salary of \$60,610.00.

2. DUES & MEMBERSHIPS

The Township agrees to pay the Chief's dues to any professional police organization such as PA Chiefs of Police Association (PACPA), Western PA Chiefs

of Police Association (WPCPA) and the Beaver Valley Chiefs of Police Association (BVCPA) until he becomes a lifetime member. The expense for the Chief to attend the annual Conferences to the PACPA shall also be paid by the Township

3. HOLIDAYS

The Chief shall be entitled to the following holidays:

New Year's Day (Jan. 1)	Independence Day	Thanksgiving day
Good Friday	Labor Day	Christmas Day (Dec. 25)
Memorial Day	Veteran's Day	

4. VACATION

The Chief shall be entitled to the following vacation eligibility pay.

Vacation eligibility will be based on the Chief's anniversary date. If he shall be absent for six (6) consecutive months or more in the preceding calendar year, no vacation shall be granted. This does not apply if the Chief is hurt while performing official duty or on duty. No vacation time is to be carried into the following year. Vacation may be taken one (1) day at a time at the Chief's discretion. For purposes of scheduling, the vacation period shall be taken from January 1st through December 31st of each calendar year.

One (1) year but less than two (2) years	5 Days
Two (2) years to five (5) years	10 Days
Six (6) years but less than ten (10) years	15 Days
Ten (10) years but less than fifteen (15) years	20 Days
Fifteen (15) years plus +	25 Days

5. PERSONAL TIME OFF DAYS

The Chief is entitled to eleven (11) personal time off days or eighty-eight (88) hours per year, which can accumulate year to year for a maximum of twenty five (25) days or two hundred (200) hours. All hours can be utilized in a minimum of one (1) hour increments unless an emergency exists.

6. FUNERAL LEAVE

The Chief shall be granted a paid funeral leave of a maximum of three (3) consecutive calendar days should a death occur in the immediate family, provided one such shall include the day of the funeral. The immediate family shall include the spouse, parents, children, step-parents, step-children, brother or sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, or brother-in-law, current son-in-law and current daughter-in-law.

7. INSURANCE BENEFITS – MEDICAL, DENTAL AND EYE

The Township shall provide for the police chief and family at no cost to him medical, dental and eye care benefits.

8. WORKMEN'S COMPENSATION

To be in conformity with state law and provisions of the Township insurance coverage.

9. HEART & LUNG ACT

In the event the Chief is injured in the performance of his/her duties and is receiving Worker's Compensation for a temporary disability, the Township agrees that in return for receipt of Workmen's Compensation check, they will provide all benefits under the Pennsylvania Heart and Lung Act and accept Worker's Compensation as a final determination as to the Pennsylvania Heart and Lung Act.

10. SHORT TERM DISABILITY

The Township agrees to provide short term disability coverage to the employee at no cost to the employee.

11. LIFE INSURANCE

The Township agrees to provide life insurance at the face amount of \$12,000.00 to the employee at no cost to the employee.

12. PENSION

A Pension Program shall be provided to the Police Chief as per an agreement with the Pennsylvania Municipal Retirement System and Township Ordinance Number 3-2020 at no cost to the chief. A participant shall be eligible for retirement at the age of 55. Final calculation for retirement shall be based on the participant's salary for the final three (3) years of employment.

13. CLOTHING & EQUIPMENT

Clothing and equipment will be provided by the Township. Approval of the purchases shall be made by the Board of supervisors. Upon discharge or retirement, all equipment and clothing purchased by the Township shall be returned to the Township.

14. TRAINING

Police Chief must comply with all required in service training and qualifications for himself and be responsible for his officers doing the same.

Any invalidation of any single clause, phrase or section contained in the Agreement does not invalidate the entire Agreement. Only the clause or clauses invalidated by a court of competent jurisdiction shall be affected.

INTENDING TO BE LEGALLY BOUND, THE BOARD OF SUPERVISORS AND LANCE MALOBABICH, have set their hands and signatures to this EMPLOYMENT AGREEMENT.

TOWNSHIP OF INDEPENDENCE

Date: 12-15-22


Daniel McLaughlin, Chairman

Date: 12/15/22


Wayne Potts

Date: 12-15-2022


John Fratangeli


Lance Malobabich, Chief of Police

Date: DEC. 15, 2022