

EMPLOYMENT AGREEMENT

JOHN VILLA

2023

COPY

THIS AGREEMENT, made this 5th day of December, 2022, between the TOWNSHIP OF INDEPENDENCE, Beaver County, Pennsylvania (hereinafter referred to as the "Township") and JOHN VILLA, Lieutenant of the Township of Independence (hereinafter referred to as "Lieutenant").

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

The Board of Supervisors of the Township has employed JOHN VILLA, as a lieutenant of the Police Department of the Township effective August 21, 2017 and does hereby agree to continue all the terms of this Agreement as a lieutenant 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.

Until the Lieutenant Villa 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 Lieutenant Villa shall be set annually by the Board of Supervisors. For 2023, Lieutenant Villa shall receive an annual salary of \$45,208.00 per year.

2. HOLIDAYS

Lieutenant Villa shall be entitled to the following holidays:

New Year's Day (Jan. 1)
Good Friday
Memorial Day

Independence Day
Labor Day
Veteran's Day

Thanksgiving day
Christmas Day (Dec. 25)

3. VACATION

Lieutenant Villa shall be entitled to the following vacation eligibility pay.

Vacation eligibility will be based on Lieutenant Villa'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 Lieutenant Villa 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 Lieutenant Villa'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

4. PERSONAL TIME OFF DAYS

Lieutenant Villa 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.

5. FUNERAL LEAVE

Lieutenant Villa 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.

6. INSURANCE BENEFITS – MEDICAL, DENTAL AND EYE

The Township shall provide for Lieutenant Villa and family at no cost to him medical, dental and eye care benefits.

7. WORKMEN'S COMPENSATION

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

8. HEART & LUNG ACT

In the event Lieutenant Villa 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.

9. SHORT TERM DISABILITY

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

10. 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.

11. PENSION

A Pension Program shall be provided to Lieutenant Villa as per an agreement with the Pennsylvania Municipal Retirement System and Township Ordinance Number 3-2020. 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. The 5% contribution requirement (Ordinance Number 8-2020) will be waived by resolution annually for Lieutenant Villa.

12. 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.

13. TRAINING

Lieutenant Villa must comply with all required in service training and qualifications.

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 JOHN VILLA, have set their hands and signatures to this EMPLOYEMENT AGREEMENT.

Date: 12/15/2022

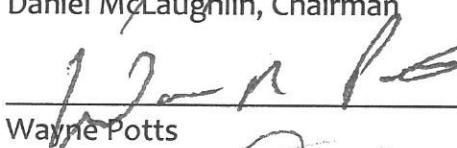
Date: 12/15/2022

Date: 12/15/2022

John Villa, Lieutenant

TOWNSHIP OF INDEPENDENCE


Daniel McLaughlin, Chairman


Wayne Potts


John Fratangeli

Date: 12-15-2022