

TOWNSHIP OF WASHINGTON  
FRANKLIN COUNTY, PENNSYLVANIA

RESOLUTION NO. 717

A RESOLUTION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF FRANKLIN,  
COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING A MEMORANDUM OF  
UNDERSTANDING OF TERMS AND CONDITIONS OF EMPLOYMENT FOR  
MICHAEL D. MCGOVERN AS CHIEF OF POLICE.

WHEREAS, the Board of Supervisors of the Township of Washington is desirous of entering into a certain Memorandum of Understanding between the Township of Washington and Michael D. McGovern, outlining terms and conditions of employment for Michael D. McGovern as the Township of Washington Chief of Police.

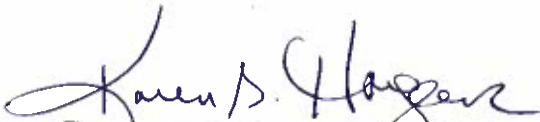
NOW THEREFORE, the Board of Supervisors of the Township of Washington does hereby resolve as follows:

1. The Board of Supervisors authorizes the execution of a Memorandum of Understanding with Michael D. McGovern, outlining the terms and conditions of his employment as the Township of Washington Chief of Police. A copy of the Memorandum of Understanding is attached hereto as "Exhibit A."

DULY RESOLVED, this 6<sup>th</sup> day of April 2020, by the Board of Supervisors of the Township of Washington, Franklin County, Pennsylvania, in lawful session duly assembled.

Attest:

TOWNSHIP OF WASHINGTON  
FRANKLIN COUNTY, PENNSYLVANIA

  
\_\_\_\_\_  
Karen S. Hargrave, Secretary

By   
\_\_\_\_\_  
Chad Reichard  
Chairman, Board of Supervisors



**EXHIBIT A**  
**MEMORANDUM OF UNDERSTANDING**  
**RE: CHIEF OF POLICE**

**WHEREAS**, the Board of Supervisors of the Township of Washington ("Employer") desires to employ the services of Michael D. McGovern ("Employee") as Chief of Police for the Township of Washington, Franklin County, Pennsylvania; and

**WHEREAS**, Employee desires to be employed as Chief of Police and agrees to perform the function and duties of the Chief of Police as outlined by the Board of Supervisors of the Township of Washington in the Washington Township Police Department Rules and Regulations, the Pennsylvania Police Tenure Act, and the Pennsylvania Crimes Code; and

**WHEREAS**, it is the desire of both parties to set down herein certain benefits, conditions of employment, and working conditions; and

**WHEREAS**, it is the desire of the Board of Supervisors to: 1. Secure and retain the services of Employee and to provide inducement for him to remain in such employment; and 2. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security.

Now therefore, intending to be legally bound, the parties hereto agree as follows:

**SECTION 1 – TERM**

This Memorandum of Understanding shall be effective from April 1, 2020, through December 31, 2022.

**SECTION 2 – SALARY**

The Employer agrees to pay Employee for services rendered as Chief of Police during the year 2020, beginning April 1, 2020, at an annual salary of \$90,000.00 per year (prorated to reflect a partial-year salary in 2020), payable in installments at the same time as the other police department employees of the Employer.

The annual salary for the Employee shall be increased by the Employer on an annual basis as described below and such increases shall become effective on the first day of the first payroll period in January of each year.

The salary scale for the Chief of Police for the Township of Washington shall be:

2020	\$90,000.00
2021	\$91,800.00
2022	\$93,636.00

The Chief of Police is an "exempt" position and therefor Employee shall not be eligible for any overtime pay.

### **SECTION 3 - WORK SCHEDULING**

The schedule of the Employee will conform to the Washington Township Police Department Rules and Regulations for the schedule for the Chief of Police, but it is understood that a routine shift will consist of eight (8) hours, Monday through Friday between the hours of 0900 and 1700. Nonetheless, Employee may be required to work additional hours outside of the routine shift and may occasionally work less hours than the routine shift, without any adjustment to his regular salary.

If the Employee is absent from the Township of Washington for a duration longer than 24 hours, he shall notify the Washington Township Manager and shall designate another officer from the department to oversee the police department in his absence.

### **SECTION 4 - LEAVE TIME, DISABILITY, INSURANCE, UNIFORMS NON-DISCRIMINATION, VEHICLES, PENSION BENEFITS AND COLA**

The Employee shall be granted the benefits listed below under the same terms as outlined in the Collective Bargaining Agreement between the Washington Township Police Association and the Township of Washington, Franklin County, Pennsylvania for the years 2020, 2021, and 2022:

*BEREAVEMENT LEAVE, PERSONAL LEAVE, SPECIAL HOLIDAYS, ANNUAL LEAVE, SICK LEAVE, SICK TIME BUY BACK, DISABILITY (WORK RELATED), DISABILITY (NON-WORK RELATED), MEDICAL INSURANCE, DENTAL, EYE AND HEARING INSURANCE, RETIREE HEALTH INSURANCE BENEFITS, SPECIAL MEDICAL COVERAGE, LIFE INSURANCE, LIABILITY INSURANCE, UNIFORMS, EQUIPMENT AND RELATED ITEMS, CLEANING, DAMAGED, CLOTHING/PROPERTY, PERSONAL VEHICLES, LUNCH AND BREAK PERIODS, NON-DISCRIMINATION, DEFECTIVE VEHICLES, PENSION BENEFITS, SURVIVOR'S BENEFITS, ACT 24, DEFERRED RETIREMENT OPTION PROGRAM, SALARY DEFINITION FOR PENSION PURPOSES, COLA TIMING.*

### **SECTION 5 - OUTSIDE EMPLOYMENT**

The Employee is subject to the Washington Township Police Department Rules and Regulations related to outside employment of the Chief of Police. It is understood that the Employee has been approved for outside employment with the following:

1. MG Tactical Advantage, LLC
2. Harrisburg Area Community College

The Employer also acknowledges that the Employee is involved in ministerial service to the Roman Catholic Diocese of Harrisburg, Pennsylvania.

The Employee agrees that such outside employment or service will not hinder the effective operation of the police department, adversely affect the morale of the other members or employees of the police department, or hinder or adversely affect the ability of the Township Manager to immediate and meaningful communication with the Chief of Police.

**SECTION 6 - REGIONALIZATION**

In the event the Employer regionalizes with any other jurisdiction, the Employer agrees that the Employee will not be laid off or lose credit for years of service for calculation of seniority, longevity, or pension, as a result of the regionalization.

**SECTION 7 - MISCELLANEOUS**

The position of Chief of Police shall not be included within the Bargaining Unit of the Police Officers of the Township of Washington and shall not be subject to the provisions contained in any Agreement between the Police Association and the Township unless specified within this Memorandum of Understanding.

Nothing contained herein shall guarantee Employee's continued employment as Chief of Police for the duration of this Memorandum of Understanding. As such, nothing contained herein shall prohibit the Township from eliminating the position of Chief of Police at any time or from reducing Employee to a rank below Chief of Police or terminating Employee's employment in accordance with the Police Tenure Act.

If the Employer eliminates the position of Chief of Police or otherwise removes the Employee from the position of Chief of Police the Employer agrees to return the Employee to his prior rank at the then-current rate of pay for the rank, with no loss of seniority and he shall once again be a member of the police association.


If the Employer terminates Employee's employment for cause or for any other reason as may be authorized by law, nothing contained in this Agreement shall be deemed to entitle Employee to any severance pay or additional compensation.

**SECTION 8 - EFFECTIVE DATE**

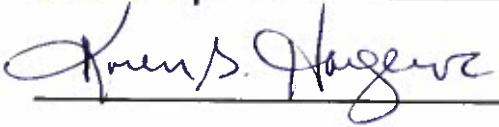
This Memorandum of Understanding shall become effective upon execution by all parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Township of Washington, Franklin County, Pennsylvania and Michael D. McGovern have caused this Memorandum to be executed by their duly authorized representatives.

FOR THE TOWNSHIP OF WASHINGTON:



April 6, 2020



April 6, 2020

MICHAEL D. MCGOVERN:



April 7, 2020

