



RESOLUTION NO. 2018-18

NEWTOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA APPROVING THE MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE FRATERNAL ORDER OF POLICE, DELAWARE COUNTY LODGE #27, ON BEHALF OF THE POLICE FORCE OF THE TOWNSHIP OF NEWTOWN, AND THE TOWNSHIP OF NEWTOWN

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, by and between the FRATERNAL ORDER OF POLICE, DELAWARE COUNTY LODGE #27, on behalf of the Police Force of the TOWNSHIP OF NEWTOWN (hereinafter referred to as "Police"), and the TOWNSHIP OF NEWTOWN (hereinafter referred to as "Township").

WHEREAS, the Delaware County Lodge 27 of the Fraternal Order of Police and the Board of Commissioners of Newtown Township have engaged in collective bargaining sessions pursuant to the Binding Arbitration Act of 1968 and have reached an agreement concerning terms and conditions of the employment of the full-time police officers of Newtown Township for the two (2) calendar years commencing January 1, 2018, which understanding has been stated in a Consolidated Collective Bargaining Agreement; and

WHEREAS, the parties have determined that such Agreement should be amended and clarified so as to resolve any issues or potential claims relating to the extent that medical coverage shall be provided by the Township to the survivors of an Officer who dies while in the employ of the Township but not while on-duty nor apparently due to the performance of police duties; and

WHEREAS, the Binding Arbitration Act of 1968 provides that settlements entered into as a result of collective bargaining shall be reduced to written agreement; thus, this Memorandum of Understanding shall act as an Addendum to said Agreement.

NOW THEREFORE, the Board of Supervisors of Newtown Township and the FOP set forth the following agreement reached between the parties:

TERM OF THIS MOU/ADDENDUM

The term of the existing Consolidated Collective Bargaining Agreement is January 1, 2018 through December 31, 2019. That Agreement shall be amended as set forth in this MOU only during that specific time period. The provisions of this Memorandum shall not apply to any circumstance that occurs after December 31, 2019. Accordingly, it is understood that this Addendum is subject to a “sunset provision,” such that the MOU and the benefit it sets forth shall terminate at the end of the 2018 – 2019 CCBA. While the FOP shall retain the right to negotiate for survivor medical benefits in future contracts, both sides agree that providing this benefit in this MOU is temporary and cannot be used in future negotiations as an existing term or condition of employment (i.e. it will not be a starting point for good faith bargaining, but rather the parties shall negotiate as though the benefit never existed in the bargaining relationship), nor constitutes any precedent or past practice.

MEDICAL BENEFITS

In the event an Officer dies while employed by the Township, but not while on-duty nor due to the performance of police duties, the Township shall provide to the survivors of the Officer who are on the Township’s medical insurance at the time of the Officer’s death the same medical coverage as set forth in the CCBA. Such coverage shall be provided for the remainder of the month of the Officer’s death and for a period of one year following the month of the Officer’s death.

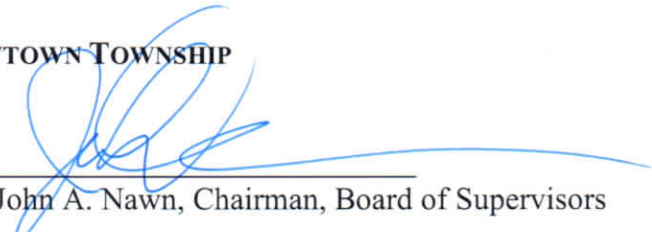
The language of the Memorandum of Understanding shall be prepared and subject to review by the Township Solicitor and legal counsel for the Fraternal Order of Police

“AS IS”


All other terms and conditions of employment shall remain “As Is.”

ADOPTED this 26th day of March, 2018, by the Township of Newtown, Delaware County, Pennsylvania

NEWTOWN TOWNSHIP

BY: 
John A. Nawn, Chairman, Board of Supervisors

ATTEST:


Stephen M. Nease, Secretary

