

*Tabled*

**Authorization of USW Memorandum of Understanding to Revise Article 18 of the Collective Bargaining Agreement**

**WHEREAS**, the Liberty Township Board of Trustees ("Township") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("USW") are parties to a collective bargaining agreement ("Agreement") effective July 1, 2015 through June 30, 2018.

**WHEREAS**, the Township and USW have met to discuss issues with the Article 18 – Vacation, Section 2 which discusses vacation carryover, and

**WHEREAS**, the Township and USW are in agreement that it is in the best interest of all parties to continue past practice in the implementation of Article 18, Section 2 and allow vacation carryover until July 1, 2018 at which time the renegotiated, approved USW contract language will be followed.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO THAT** the Trustees hereby authorize the attached Memorandum of Understanding ("MOU") with the USW to follow past practice in the implementation of Article 18, Section 2 of the Agreement to allow vacation carryover until July 1, 2018 at which time the new USW Contract language will be followed.

Motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**Vote:** \_\_\_\_\_ Mrs. Eichhorn \_\_\_\_\_ Mrs. Leneghan NJP Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

Dec. 18, 2017

Date

Melanie Leneghan, Trustee

-- not present --

Dr. Thomas Mitchell, Trustee

CERTIFIED BY:

Nancy Denutte, Fiscal Officer

Shyra Eichhorn, Trustee

## ARTICLE 18. VACATION

### Section 1. Accrual

Only full-time Employees shall be eligible to accrue and utilize vacation leave. Each full-time Employee shall be eligible to utilize accrued vacation leave upon the satisfactory completion of one year (365 days) of employment. Vacation time shall accrue and be credited by pay period as follows, beginning upon the Employee's first day of work. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period after which a year of continuous service is completed.

<u>Years of Continuous Active Service</u>	<u>Accrual Rate per Pay Period</u>	<u>Annual Accrual of Vacation Time</u>
At least 1 but less than 5	3.07 hours	2 weeks (80 hours)
At least 6 but less than 10	4.62 hours	3 weeks (120 hours)
At least 11 but less than 15	6.15 hours	4 weeks (160 hours)
At least 16	7.69 hours	5 weeks (200 hours)

Upon a break in service, no vacation time shall accrue until the Employee returns to active service with the Township. The Employee may, with the prior approval of the Administrator and the Employee's supervisor, take vacation time subject to the following terms and conditions.

### Section 2. Use

Vacation time is not cumulative from year to year and when accrued shall be used during the calendar year in which it is credited. Vacation time not so used shall, to the extent such time exceeds one week, be forfeited at the end of the calendar year without payment or compensation therefor. Payment for accrued time which is used shall be at the Employee's then current hourly rate at the time of use. The Employee may only take a maximum of two (2) consecutive weeks (80 hours) of vacation at any one time.

Unless otherwise approved by the Administrator, or his Department Head, no vacation time shall be taken for less than two (2) consecutive hours. When vacation time is used, it shall be deducted from the Employee's credit on the basis of one hour for every one hour of absence.

### Section 3. Prior Township Service

An Employee shall be credited for prior service with another township or with a joint township fire district when calculating the Employee's entitlement to accrued vacation leave for accruals occurring following the effective date of this Agreement. An Employee who has retired in accordance with the provision of a retirement plan offered