

RESOLUTION #18-0618-07

Approving Settlement Agreement between Liberty Township and USW

WHEREAS, Liberty Township has been involved in arbitration and grievance matters with the USW.

NOW, THEREFORE, BE IT RESOLVED BY THE LIBERTY TOWNSHIP TRUSTEES to approve the attached Settlement Agreement between Liberty Township and the USW.

Motion made by Leneghan and seconded by Eichhorn.

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

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

June 18, 2018
Date

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

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3 **Liberty Township and USW**

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5 **SETTLEMENT AGREEMENT**

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7 This Settlement Agreement (“Agreement”) is made and entered into by and between
8 the United Steelworkers, Local 9110-07, (“USW” or “Union”) and Liberty Township,
9 Delaware County, Ohio (“Township”). In consideration of the mutual promises set forth
10 below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as
11 follows:

12 **WHEREAS**, The Parties were subject to binding arbitration, identified as FMCS
13 Case No. 170823-55371, regarding a grievance over the Township’s insurance opt-out
14 program. The arbitrator issued his decision and award in FMCS Case No. 170823-
15 55371 on February 18, 2018 (hereinafter “Arbitration Award”)

16 **WHEREAS**, the Parties subsequently had a disagreement regarding the
17 interpretation of the Arbitration Award and the Union filed a further grievance or
18 grievances regarding same (hereinafter “Dispute”). The USW also requested, without
19 consent of the Township, a written clarification from the arbitrator. The arbitrator
20 subsequently issued a written clarification on or about February 27, 2018 and also
21 supplied additional verbal communication and interpretation, including during a March
22 13, 2018 meeting with the Township, without Township consent. The USW indicated
23 intent to rely upon the arbitrator’s “clarification” and subsequent verbal communications
24 and interpretations that were issued over the Township’s objection in the Dispute

25 **WHEREAS**, the Township filed a Motion to Vacate the Arbitrator’s February 27,
26 2018 clarification and subsequent verbal communications and interpretations with the
27 Delaware County Court of Common Pleas, Case No. 18-CV-F-05-0261 (hereinafter
28 “Litigation”).

29 **WHEREFORE**, in order to fully, completely and finally settle and resolve the
30 Dispute and Litigation between the Parties and to avoid the costs and time associated
31 with protracted litigation and future grievances, the Parties voluntarily enter into this
32 Agreement and hereby agree to the following terms as follows:

33
34 1. **Parties.** This Agreement is entered into on behalf of, and shall extend to:
35 “USW” which includes its successors, assigns, officers, members, local, parent,
36 employees and agents; and the “Township,” which includes its successors, assigns,
37 elected officials, trustees, fiscal officer, departments, department heads, employees and
38 agents.

39
40 2. **February 18, 2018 Award is the Binding Award:** The Parties agree that
41 the arbitrator’s written award in FMCS Case No. 170823-5537 that was issued on
42 February 18, 2018 is the final and binding Award that is in effect between the Parties. As
43 such, the Union agrees that the arbitrator’s subsequent written clarification issued on or
44 about February 27, 2018 and his verbal communications and interpretations, including
45 those made during a March 13, 2018 meeting with the Township, are rendered null and
46 void and will carry no precedential value between the Parties (“Nullified Actions”). It is

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47 further agreed that the Parties will not refer to, rely upon, introduce, or provide written or
48 oral evidence of the Nullified Actions in any future negotiations, grievances or
49 arbitrations.

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51 3. **Release and Dismissal of Litigation and Dispute.** In consideration for the
52 promises set forth in this Agreement, the litigation, grievances and any and all related
53 claims are fully and finally settled and resolved as between the Parties. As such, the USW
54 has already dismissed all grievances regarding the Dispute. Upon execution of this
55 Agreement, the Township further agrees to voluntarily dismiss the USW from the
56 Litigation, with the Township and USW each bearing their own attorneys' fees and costs.
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58 4. **No New Legal Proceedings.** The Parties represent and warrant that they
59 have not filed any other complaints, claims, charges, lawsuits, grievances or arbitration
60 demands regarding the subject matter of this Agreement, other than the Litigation and
61 grievances that have been withdrawn herein.

62 5. **Waiver.** The failure of any Party to require performance by another of
63 any provision of this Agreement shall in no way affect the right to require performance at
64 any time thereafter, nor shall the waiver of a breach of any provision of this Agreement
65 operate as a waiver of any succeeding breach of such provision or as a waiver of the
66 provision itself. Further, the Parties agree that the delay by any Party in exercising their
67 rights under this Agreement will not operate as a waiver of such rights.
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69 6. **Governing Law.** The Parties also agree that this Agreement shall be
70 interpreted, construed, and enforced in accordance with the laws of the State of Ohio
71 without regard to its conflicts of law rules.
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73 7. **Counterparts.** This Agreement may be signed in counterparts, and all
74 such counterparts taken together shall constitute the same Agreement. Electronic and
75 facsimile transmissions of this Agreement shall be deemed originals.
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77 8. **Joint Drafting.** All Parties had the opportunity to seek legal counsel prior
78 to signing this Agreement and all Parties had opportunity to provide input into the
79 drafting of this Agreement and its provisions. The Parties agree that this Agreement shall
80 be deemed to have been lawfully and legally jointly drafted by the Parties.
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83 The undersigned Parties assert that they have the lawful authority to enter
84 into this Agreement and to bind the Parties. The undersigned further asserts that
85 they have read the foregoing Settlement Agreement and declare that they have
86 consulted with counsel and fully understand this Agreement and its legal
87 significance and voluntarily sign it below to signify their agreement to be bound by
88 its terms.
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91 For USW:

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USA McHale

its STAFF REPRESENTATIVE

June 13, 2018

DATE

For Liberty Township:

Melanie Lenegan

its Melanie Lenegan

DATE

Mike Geoperline
Mike Geoperline date

Shyra Eichhorn
Shyra Eichhorn date