

**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

Melanie Leneghan  
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denutte  
Nancy Denutte, Fiscal Officer

Mike Gemperline  
Mike Gemperline, Trustee  
Shyra Eichhorn  
Shyra Eichhorn, Trustee

Liberty Township and USW

SETTLEMENT AGREEMENT

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

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

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

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

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

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

2. **February 18, 2018 Award is the Binding Award:** The Parties agree that the arbitrator's written award in FMCS Case No. 170823-5537 that was issued on February 18, 2018 is the final and binding Award that is in effect between the Parties. As such, the Union agrees that the arbitrator's subsequent written clarification issued on or about February 27, 2018 and his verbal communications and interpretations, including those made during a March 13, 2018 meeting with the Township, are rendered null and 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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Misa M. Kuttley  
its

STAFF REPRESENTATIVE

June 13, 2018  
DATE

For Liberty Township:

Melanie Keeney  
its Melanie Keeney

DATE

Mike Gempertine  
Mike Gempertine date

Shyra Eichhorn 6/18/18  
Shyra Eichhorn date