

UT - MUO MERGER RECOGNITION AGREEMENT

The University of Toledo (hereinafter UT), Medical University of Ohio (hereinafter MUO), Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 2415, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as AFSCME and its Local 2415), The Communication Workers of America, AFL-CIO and The Communication Workers of America, Local 4319 (hereinafter referred to as CWA and its Local 4319) enter into this Agreement this 30th day of January, 2006 and agree as follows:

- A. In the event that the MUO and UT merge or otherwise combine to form a combined University of Toledo (hereinafter "combined university"), MUO and UT agree to the following conditions as it relates to CWA and AFSCME and their Locals CWA 4319 and AFSCME 2415:
1. As a condition to the implementation of such merger MUO and UT will require that the "combined university" and its governing authority:
 - a. Offer employment to all employees who are represented by AFSCME and its Local 2415 and who are on the MUO payroll or on approved unpaid leaves of absence in accordance with the terms of any collective bargaining agreement between MUO and AFSCME, on the effective date of the merger, and
 - b. Offer employment to all employees who are represented by CWA and its Local 4319 and who are on the UT payroll or on approved unpaid leaves of absence in accordance with the terms of any collective bargaining agreement between UT and CWA, on the effective date of the merger.
 2. As a condition to implementation of such merger, MUO and UT will require the "combined university" and its governing authority to:
 - a. Recognize AFSCME and its Local 2415, as the deemed certified exclusive collective bargaining representative of MUO employees pursuant to Section 4(A) of Am. Sub. S.B. No. 133, in a bargaining unit composed of no less than the same classifications and work which AFSCME is currently certified to represent as set forth in the Recognition Clause of the current collective bargaining agreement between MCO and AFSCME, and
 - b. Recognize the CWA, and its Local 4319, as the collective bargaining agent for all employees currently covered under the current collective bargaining unit between UT and CWA. The bargaining unit recognized by the "combined university" shall consist of all employees as set forth in the Recognition Clause of the current collective bargaining agreement between UT and CWA.

3. Nothing contained in this Agreement would prohibit the "combined university" and its governing authority from recognizing AFSCME or CWA as the exclusive representative of a bargaining unit composed of additional classifications or work which may be created by the "combined university" and its governing authority and which are not now a part of AFSCME or CWA's current certified bargaining units.

Bargaining over the terms and condition of employment for such work shall be as addressed in the current collective bargaining agreements between MUO and AFSCME and UT and CWA. If the current collective bargaining agreement does not address necessary wages, hours and other terms and conditions of employment, the parties shall address those issues in accordance with ORC 4117.

4. MUO and UT further agree that the provisions of any existing collective bargaining agreement between MUO and AFSCME and UT and CWA covering bargaining unit employees shall be binding upon any and all successors, assigns, lessees or purchasers, (specifically including, but not limited to, the "combined university") and shall not be affected or changed in any respect by the sale, merger, transfer, consolidation or assignment by MUO or UT of any or all of its property or by any change in the legal status, ownership, or management of either MUO or UT.
5. As a condition to implementation of such merger MUO and UT will require the "combined university" and its governing authority to be bound by the terms of any existing collective bargaining agreement between AFSCME and MUO and CWA and UT.
6. In the event that no collective bargaining agreement exists between AFSCME and MUO and/or CWA and UT at the time of the merger, MUO and UT agree to require, as a condition to implementation of such merger, that the "combined university" and its governing authority maintain the benefit levels in existence at the time of the merger for employees who are members of AFSCME and CWA bargaining units, until completion and implementation of an applicable successor agreement.
7. As a condition to implementation of such merger, MUO and UT shall require that the "combined university" and its governing authority agree to adopt and support the following the position for purposes of O.R.C. Chapter 4117:
 - a. The bargaining unit of MUO employees represented by AFSCME has a community of interest separate and apart from the bargaining unit of UT employees represented by CWA, and
8. As a condition to implementation of such merger, MUO and UT shall require that

the "combined university" and its governing authority jointly file, with AFSCME and CWA any and all required and/or appropriate documentation to effect the above terms. This includes any required documentation with the State Employment Relations Board to remain in compliance with O.R.C. 4117. The signers of this agreement certify that they are authorized to act on behalf of their respective organizations and institutions and this shall constitute a binding agreement.

9. This agreement shall remain in full force and effect for the duration of the merger transitional period, but no less than three years from the effective date of the merger. The agreement may be extended upon the mutual agreement of the parties.

B. In consideration of the covenants set forth above, CWA and AFSCME agree to:

- a. To support and lobby for the passage of legislation enabling the merger of MUO and UT,
- b. To speak favorably in support of such a merger to the press, and
- c. To refrain from picketing or other actions which might hinder the merger of MUO and UT.

For the University of Toledo

Wm. Schinnerer

Date: Jan 30, 2006

For the Medical University of Ohio

Dloyd Adams

Date: 1/30/06

For CWA, Local 4319, AFL-CIO

Ronald D. House

Date: 1/30/06

For Ohio Council 8, AFSCME, AFL-CIO

[Signature]

Date: 1/30/06

For Local 2415, AFSCME, AFL-CIO

[Signature]

Date: Jan 30th, 2006