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MEMORANDUM OF UNDERSTANDING

BETWEEN

OHIO UNIVERSITY AND AFSCME LOCAL 1699/OHIO COUNCIL 8

This Memorandum of Understanding is entered into on the 25th day of February, 2016 between Ohio University ("Employer") and AFSCME, Local 1699, Ohio Council 8, on behalf of its members ("Union"), for the purpose of extending the Collective Bargaining Agreement ("Agreement") currently in effect from March 1, 2013 to March 1, 2016 and amending and modifying said Agreement as detailed below.

Whereby, the parties hereby stipulate:

1. that the current Collective Bargaining Agreement ("Agreement") is currently in effect from March 1, 2013 to March 1, 2016.
2. that a Notice to Negotiate has been filed with the State Employee Relations Board to begin negotiations on the renewal of Agreement.
3. that the parties, as part of their continuous efforts to collaborate for the purpose of establishing harmonious employment relationships, maintain frequent and continuous discussions throughout the Agreement period to resolve contractual and workplace issues, oftentimes resulting in Memorandums of Understanding and other arrangements for the benefit of both parties. The parties act in good faith and have successfully worked collaboratively towards a positive and successful work place.
4. that the parties recognize the successful and on-going efforts to address workplace issues as they arise and as a result, acknowledge the benefit of extending the current Agreement for one calendar year.

Therefore, the parties hereby agree:

1. that the Contract referenced above is incorporated into this Memorandum of Understanding as if fully rewritten.
2. that all Articles and Sections of the Contract not specifically modified and amended by this Memorandum of Understanding as stated below shall continue in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties.
3. that all modifications and amendments by this Memorandum of Understanding as stated below shall continue in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties
4. that the Parties mutually agree that Article 17 (E) states that employees shall receive their pay by direct deposit in accordance with a biweekly payroll calendar. Further, the parties agree that in accordance with the Ohio University Payroll calendar, the Direct Deposit date was scheduled to be on the second Friday following the pay period. Beginning July 1, 2016, the Direct Deposit date shall be scheduled on the second Wednesday following the pay period.

5. that the Contract is hereby amended and modified to include the following:

- a. Article 48 (Termination) shall be modified accordingly to reflect the extension of the effective period of the Collective Bargaining Agreement for one (1) calendar year. All remaining sections of Article 48 (Termination) not specifically modified and amended as stated below shall remain in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties. The modification and amendment shall be as follows:

ARTICLE 48

TERMINATION

- A. *This Contract shall continue in full force and effect for the period beginning 5:01 p.m., March 1, 2013 to 5:00 p.m., March 1, ~~2016~~ 2017.*
- B. *Should either party desire to modify or terminate this Contract, such party shall give written notice of its desire to modify or terminate by December 1, ~~2015~~ 2016. If neither party gives notice of its intent to modify or terminate this Contract as provided herein, this Contract shall continue in full force and effect from year to year after March 1, ~~2016~~ 2017, subject to modification or termination by either party by written notice by December 1st of any subsequent year.*

- b. Article 6 (Union Recognition) and Article 16 (Classifications) shall be modified accordingly to reflect the removal of the Project Employee position from the Agreement. All remaining sections of Article 6 (Union Recognition) and Article 16 (Classifications) not specifically modified and amended as stated below shall remain in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties. The modification and amendment shall be as follows:

ARTICLE 6

UNION RECOGNITION

- ~~I. Project Employees are persons appointed for a specific project with a specific end date. Project Employees will have a new hire probationary period of 960 hours. At the conclusion of 480 hours they are eligible to bid on full time positions. If selected for a full time position, the Project Employee will not move to the permanent position until a replacement is hired and trained. If selected for a permanent position, the time as a Project Employee will count for seniority purposes. If, at the conclusion of the project, there is not a vacancy for which the employee is qualified and eligible to bid upon, the Project Employee will be removed from their employment with Ohio University without recourse to any of the rights under this Contract including bumping, recall, or grievance rights.~~

ARTICLE 16
CLASSIFICATIONS

PROJECT EMPLOYEE SHOP

Project Employee

- c. Article 6 (Union Recognition) shall be modified accordingly to reflect the mutually agreed upon changes to the application of Temporary Employees. All remaining sections of Article 6 (Union Recognition) not specifically modified and amended as stated below shall remain in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties. The modification and amendment shall be as follows:

ARTICLE 6
UNION RECOGNITION

- D. *A temporary employee shall be defined as an employee who is hired to perform work in Bargaining Unit classifications to meet intermittent operational needs (e.g. covering administrative, sick, military, FMLA, and vacation leaves and during the posting or hiring process). A Temporary Employee shall not receive an assignment resulting from a specific vacancy for a period longer than 120 work days, absent mutual agreement of the parties. A temporary employee will not work more than ~~twenty-four (24)~~ forty (40) hours per calendar week. Temporary employees are not eligible for benefits and are not entitled to any term or condition of employment outlined in this Contract.*
- d. Article 38 (Insurance) shall be modified accordingly to reflect the parties agreement that there will be no change in Health Insurance benefits and premiums, absent Federal, State and Local Law mandates, from the third year of the Agreement to the extension year. All remaining sections of Article 38 (Insurance) not specifically modified and amended as stated below shall remain in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties. The modification and amendment shall be as follows:

ARTICLE 38
INSURANCE

- B. *The bi-weekly premium co-payments will be effective on the beginning date of the bi-weekly pay period on which July 1, 2013, July 1, 2014, ~~and~~ July 1, 2015 and July 1, 2016, respectively, occurs. The 2013 prescription co-pay changes will become effective on July 1, 2013.*

	<u>Fourth Year 7/1/16</u>
Employee Share of Premiums	\$33.15 – Single \$51.80 – Single+1 \$76.20 - Family
Drug Co-pays	<u>Retail:</u> \$15.00 – Generic \$30.00 – Brand Formulary \$45.00 – Non-formulary
	<u>Mail Order:</u> \$20.00 – Generic \$40.00 – Brand Formulary \$60.00 – Non-Formulary

- e. Appendix A (Wages) shall be modified accordingly to reflect the parties agreement that Bargaining Unit Members shall receive a One and One Half Percent (1.5%) wage increase in Fiscal Year 2016-2017, effective July 1, 2016. All remaining sections of Appendix A (Wages) not specifically modified and amended as stated below shall remain in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties. The modification and amendment shall be as follows:

FY 2016-17 1.5% increase

6. that the parties agree that this agreement addresses a specific situation, that this agreement is a joint effort to address the operation needs of the University, that this agreement shall not be precedent setting, and this agreement shall not modify or amend the current or future Collective Bargaining Agreements between the parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Memorandum of Understanding on the 25TH day of February, 2016.

FOR UNION:



David Logan, President
AFSCME Local 1699



John Johnson, Staff Representative
AFSCME Ohio Council 8

FOR THE EMPLOYER OHIO UNIVERSITY:



Ms. Deborah Shaffer
Senior Associate Vice President
Ohio University



Michael J. Courtney,
Assoc. General Counsel
Director, Labor and Employee Relations,
Ohio University

2/25/16

