

MODIFICATION AND EXTENSION OF
COLLECTIVE BARGAINING AGREEMENT WITH
THE FULL-TIME NON-TENURE TRACK FACULTY UNIT
OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
KENT STATE CHAPTER

This Modification and Extension of Agreement is made and entered into this 28 day of May 2008, effective as of August 16, 2008, by and between KENT STATE UNIVERSITY (hereafter called the "University") and the full-time non-tenure track faculty unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (hereafter called the "Association"), and is a modification and extension of a Collective Bargaining Agreement between the parties hereto which became effective August 16, 2005.

WITNESSETH: THAT

WHEREAS, the parties, as a result of collective bargaining entered into in accordance with Article XIII, Section 1, of the Collective Bargaining Agreement which became effective August 16, 2005; and

WHEREAS, the parties now desire to set forth said modifications and extensions in writing;

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the Collective Bargaining Agreement of August 16, 2005 is hereby amended and extended as specifically set forth herein below.

1. Article X: Salaries and Benefits. Article X of said August 16, 2005 Agreement will be modified specifically, for the purposes of this extension, in the following provisions.
 - a. Section 2. For the academic year 2008-2009 each member of the bargaining unit who was also a member of the bargaining unit in the 2007-2008 academic year ("continuing member") shall receive a standard increment for his/her appointment for AY 2008-2009 of three percent (3%) of his/her base annual contract salary as it had been established for the academic year 2007-2008.
 - b. Section 2. A member of the bargaining unit who successfully completes her/his fifth three-year full performance review, as provided for in Section 4 of Article IX shall receive an additional salary increment of \$2,250 with the next succeeding appointment.
 - c. Section 3. Performance-Based Bonus Awards will continue for academic year 2008-2009. Members of the bargaining unit shall be eligible to compete for twenty-five (25) performance-based bonus awards of \$4,000 a piece.
 - d. Section 4. There would be no change in costs to faculty. The schedule of employee contributions, as presented in the example found in Schedule B of the Agreement will be adjusted so no monthly contribution increase will result due to the 3% standard increment.
 - e. Domestic Partner Benefits: Domestic Partners, opposite or same sex, of a bargaining unit member may be covered for all benefits in those instances where the partner is not eligible for or already covered by another employer. These benefits will include medical,

dental, life, personal accident insurance, and tuition remission at the same contribution level applicable to a spouse.

The benefit for domestic partners will be subject to IRS rules and regulations. Elements and conditions of the benefit are:

To cover a domestic partner the following conditions must be met:

Faculty and domestic partner

- Share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
- Are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in that relationship indefinitely.
- Are not currently married to or legally separated from another person under either statutory or common law.
- Are responsible for each other's welfare.
- Are not related by blood to a degree that would bar marriage in the state of Ohio,
- Are financially interdependent on each other verified by documentation of at least three (3) of the following:
 - Joint ownership of real estate property or joint tenancy on a residential lease
 - Joint ownership of an automobile
 - Joint bank or credit account
 - A will designating the domestic partner as the primary beneficiary
 - A retirement plan or life insurance policy designating the domestic partner as the primary beneficiary
 - A durable power of attorney signed to the effect that powers are granted to one another.

A completed and signed "Affidavit of Domestic Partnership," reflecting the conditions stated above, will be required to initiate benefits. The affidavit will be available starting January 2009 with the new benefit calendar year.

f. Addendum A-4. The current ADDENDUM A-4 in the *Collective Bargaining Agreement* will be recalculated for Summer 2009 to include a 3% increase.

2. Article XIII: Section 1. Duration and Negotiation Procedure. Article XIII of said August 16, 2005 Agreement will be modified specifically, for the purposes of this extension, in the following way.

Section 1. Duration. The effective date of this Agreement shall be the 16th day of August, 2008. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on August 16, 2009, and from year to year thereafter, unless either party shall at least one hundred twenty (120) calendar days but not more than one hundred thirty-five (135) calendar days prior to the expiration date or any anniversary thereof notify the other party

in writing of its desire to amend or terminate this Agreement. In the event that such notice is given, the parties agree to meet within fifteen (15) calendar days.

Section 4. The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included, and they may not be made the subject of collective bargaining during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands at Kent, Ohio this 28th day of May, 2008.

KENT STATE UNIVERSITY

FULL-TIME NON-TENURE TRACK
FACULTY UNIT, AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS, KENT
STATE CHAPTER

By _____
Chairman, Board of Trustees

By _____
Unit President

By _____
President

By _____
Vice President