

MEMORANDUM OF UNDERSTANDING

November 12, 2009

Recognizing the time pressure for holding open enrollment for the 2010 benefit year (January 1, 2010 through December 31, 2010), the Akron-AAUP and The University of Akron agree:

1. To continue group medical, pharmacy, dental, vision, life, and long- and short-term disability insurance coverage for 2010 under the same terms and conditions as specified in the current collective bargaining agreement. Set forth below is the premium contribution to be paid:

	% Salary	Flat Single	Flat E&S	Flat E&C	Flat Family
HP	1.6%	\$0	\$725	\$700	\$1,000
KP	1.6%	\$0	\$725	\$700	\$1,000
PPO	1.7%	\$0	\$925	\$900	\$1,225
SUMMA	1.7%	\$0	\$925	\$900	\$1,225
COMP	PPO plus differential				

2. To negotiate the terms and conditions for group medical, retiree spouse and dependant medical, pharmacy, dental, vision, life, and long- and short-term disability insurance coverage for benefit years 2011 and 2012.
3. That bargaining unit faculty who retire between December 15, 2009 and December 15, 2010 will receive the same benefits as specified in the current collective bargaining agreement and applicable Memorandum of Understanding (MOU 8, regarding the Status Quo on Retiree Benefits dated 11/15/2005), with the sole exception of health insurance coverage for retiree spouses and dependants.
4. That health insurance coverage provided for retiree spouses and dependants in calendar year 2009 will be duplicated in 2010 except the University may change at its sole and exclusive option (providing any such change is applied uniformly to all similar situated retirees): (1) the Medicare coordination of benefits basis from "standard" to "maintenance" and/or (2) retiree spouses and/or dependants may be charged 15% of the monthly premium that the University pays for such coverage. The parties acknowledge that if the above are implemented to the full extent set forth herein, then The University would be providing to the spouses and dependents of retirees substantially equivalent medical and prescription benefits as The University is providing to active employees, their spouses and dependents.
5. That the University did not adjust employee contributions to monthly premiums from 2008 to 2009. The University waives its right and shall not attempt to recover any of those previously unassessed contributions.

This MOU is contingent upon ratification by Akron-AAUP and approval by The University of Akron Board of Trustees, which shall occur as quickly as reasonably possible.

H. Michael Cheung for
Akron-AAUP

Steven Nobil for
The University of Akron

Witness

Witness