



TEMPLE
UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEMPLE UNIVERSITY – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

AND

**LOCAL 1723 AND
DISTRICT COUNCIL 47 OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO**

OCTOBER 28, 2003 – OCTOBER 31, 2007

PREAMBLE

This Agreement, entered into by LOCAL 1723, DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the “Union”, located at 1606 Walnut Street, Philadelphia, Pennsylvania and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, hereinafter referred to as “Temple”, located

at Broad and Montgomery Streets, Philadelphia, Pennsylvania, has as its purpose the promotion of harmonious relations between the Union and Temple; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

Section 1.

A. Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Number PERA-R-9195-E.

B. This Agreement shall not apply to (1) temporary employees, and (ii) students. A temporary employee is defined as one who is hired for a period of up to four months and is so informed at the time of hire, or who is hired for a special project, or to replace an employee on leave or vacation. The said four month period may be extended up to an additional four months or for the length of leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Students excluded by this Agreement shall include those working through the student help program and the college Work-Study Program.

Section 2.

Whenever the word “employee” is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement as defined in Section 1.

Section 3.

At the time a new employee subject to this Agreement completes his probationary period, Temple shall deliver to said employee a copy of the collective bargaining Agreement. The cost of publishing such copies of this Agreement shall be borne equally by Temple and the Union.

Section 4.

Part-time employees are defined as those employees who regularly work more than 20 hours per week but less than 35 hours per week.

Section 5.

It is understood whenever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.

**ARTICLE II
MAINTENANCE OF MEMBERSHIP**

Section 1.

All employees who are or shall become members of the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. Without exception, resignation of Union membership must be in writing to the Union and Temple. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues. In the event the tender of initiation fees becomes a valid condition of membership in good standing, then such tender of initiation fees shall become valid for the purpose of this Article.

Section 2.

An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

**ARTICLE III
CHECK-OFF**

Section 1.

Upon receipt of a written authorization from an employee Temple shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union regular dues, as fixed by the Union. Any initiation fees valid under Article II shall be deducted under this Section.

Section 2.

Temple shall be relieved from making such “check-off” deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with its terms or with applicable law. Without exception, revocation of dues check-off deductions must be in writing to the Union and Temple. This provision, however, shall not relieve any union members of the obligation to make the required dues payment pursuant to the Union constitution.

Section 3.

Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 4.

Each month, Temple shall remit to the Union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been made and their social security numbers.

Section 5.

The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney’s fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

Section 6.

Employees shall be eligible for participation in Temple’s Federal Credit Union. Upon request by an employee, Temple shall make payroll deductions for Credit Union contributions.

**ARTICLE IV
NO DISCRIMINATION**

Neither Temple nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, Union membership or non-membership, marital status, handicap, and sexual orientation.

**ARTICLE V
AFFIRMATIVE ACTION**

Temple and the Union will cooperate in the effectuation of the University's Affirmative Action Program.

**ARTICLE VI
MANAGEMENT RIGHTS**

The management of Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Temple; provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

**ARTICLE VII
UNION ACTIVITY, VISITATION
AND BULLETIN BOARDS**

Section 1.

No employee shall engage in any union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas at any time.

Section 2

Representatives of the Union, after receiving permission of the Office of Labor Relations or its designee, which permission shall not be unreasonably withheld, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

Section 3.

Temple will provide bulletin boards which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employees' place of work.

Section 4.

Stewards shall be given reasonable opportunity to investigate grievances and otherwise carry out Union business pertaining to their departments. In every instance a Steward shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her work station. In the event a Steward must go into another department because no Steward is available in that department, the Steward must also secure the permission of the supervisor in the second department.

Section 5.

The work schedules of employees elected as Officers and Stewards shall be adjusted as far as practical to permit attendance at meetings, conferences, and conventions requested by the Union provided that Temple's operations shall not be impaired. The Union shall give reasonable notice to Temple and the names of those to attend.

**ARTICLE VIII
PROBATIONARY EMPLOYEES**

Newly hired employees for a period of three (3) months shall be considered probationary from the date of employment, excluding time lost for sickness and other leaves of absence. Temple, with the mutual consent of the Union, may extend the probationary period of any employee for an additional three (3) months. The discipline, termination or suspension of any probationary employee, with or without cause, by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE IX
SENIORITY**

Section 1. Definition

Seniority shall be defined as the total length of time an employee has been employed by Temple since his last date of hire as a full-time employee. Employees who are hired on the same date will be carried on the seniority list alphabetically by last name. For purposes of lay-off and recall, elected Shop Stewards and Union Officers shall have super-seniority except as limited by the lay-off provision.

Section 2. Accrual Seniority

A. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period.

B. Temporary employees as defined by Article I, Section 1B shall have no seniority during the time they occupy the status of temporary employees, but shall any temporary employee become a permanent employee, his seniority shall be retroactive to the date of contiguous employment subject to the provision of Article VIII.

C. Seniority shall accrue: (1) during an authorized leave-of-absence with pay; (2) during an authorized leave of absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six (6) months or an employee's length of service, (3) during military service as provided by Federal Law.

D. An employee will not accrue, but not lose seniority: (1) during an authorized leave of absence without pay; (2) during a lay-off not in excess of the lesser of twelve (12) months or the length of employee's service with Temple.

Section 3. Loss of Seniority

An employee shall suffer loss of seniority when he:

A. Voluntarily terminated his regular full-time employment.

- B. Is discharged for cause.
- C. Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.
- D. Is laid-off for a period of twelve (12) months or the length of an employee's service with Temple, whichever is less.
- E. Fails to respond in accordance with a notice for recall from lay-off within 72 hours of the time specified in the notice sent by certified mail to the last address furnished to Temple by the employee. Temple shall send a copy of the notification to the Union.
- F. Fails to report for recall to the assigned job at the specified time.
- G. An absence from work for three consecutive work days without notice or permission shall be deemed a voluntary resignation.

**ARTICLE X
LAYOFFS**

Section 1.

Employees scheduled to be laid off shall be entitled to four (4) weeks notice or pay in lieu thereof and Temple shall meet and discuss on such layoffs with the Union in advance of the initiation of said layoff.

Section 2.

In the event of a layoff in a department, temporary employees shall be laid-off first, then probationary employees, then regular part-time employees and then regular full-time employees on the basis of their Temple seniority.

Section 3.

In the event a full-time, permanent, non-probationary employee is scheduled to be laid-off from a department, he may either bid for a posted vacant position or displace another employee within the department of equal or lesser classification on the basis of Temple seniority,

provided he had the ability to perform said job within 30 days. The immediate supervisor shall determine the employee's acceptability during the probationary period.

Section 4.

It is recognized that an employee may be retained due to special training, knowledge, ability or participation in a project who has less seniority than one who is to be laid off. If this occurs, Temple will state the reason therefore in writing to the Union.

Section 5.

Recall from Lay-off:

A. Employees on lay-off shall be recalled as follows:

(1) to a position, if open, previously held successfully by the employee regardless of place on recall list;

(2) in reverse order of lay-off to other open positions in the department with the following provisions:

(a) employees may not up-grade from the recall list;

(b) the employee must have the ability to perform the open position. The hiring supervisor shall determine the employee's acceptability for the position during the applicable probationary period for newly hired employees;

(c) when probationary or part-time employees are laid off they shall have no recall rights.

**ARTICLE XI
POSTING**

Section 1.

Openings for bargaining unit positions shall be posted for three work days at selected boards. Postings shall be sent to the Union. Such postings shall include the job title, minimum salary, salary grade, salary range, duties and responsibilities, qualifications, and department.

Section 2.

All bids must be submitted in person, and in writing, to the Personnel Office within the three (3) day period.

Section 3.

A vacancy created by a successful bidder for an initial posting shall also be posted. Additional vacancies created by bidding shall not be posted.

Section 4.

An open position shall be defined as a position which has been posted for which no acceptable bidders have been found under this Article as a position which need not be posted in accordance with Section 3 above.

Section 5.

All rejected applicants for a posted job shall receive written notification from Temple of their rejection, and the reasons for it.

Section 6.

Probationary employees shall not have the right to bid on any posted positions.

Section 7.

A. Temple will furnish the Union each month with the names of newly hired employees, their addresses, salaries, departments, pay grades, classifications of work, their dates of hire, the names of terminated employees, together with their dates of termination, and names of employees on leave of absence and their expected date of return.

B. Temple will provide the Union each month with a listing of transfers in or out of the bargaining unit, promotions, together with any changes in compensation or grade level.

C. Temple will provide every six (6) months a complete listing of the bargaining unit including names, addresses, salaries, departments, pay grades, classifications of work and dates of hire.

Section 8

Successful bidders shall not be eligible to bid on a position for one (1) year from the date of starting in the new position.

ARTICLE XII PROMOTIONS

Section 1.

Where a promotional vacancy in a bargaining unit job occurs, and two or more employees are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall promote the employee with the greatest skill, present ability, prior job performance, punctuality and attitude.

Where there is no appreciable difference between the skill and the present ability of such employees, Temple shall promote the employee with the greatest seniority. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

Section 2.

An employee who is promoted shall serve the same length of time in a probationary period on the new job as a new hire. If he is removed from the new job during said period, he may be returned to his former position if vacant without loss of seniority or other benefits, excepting that if he is discharged, his rights shall be subject to the grievance and arbitration provisions of this Agreement. If no position is open then the employee shall be placed on the recall list.

Section 3.

Any employee selected by Temple for a promotion outside the bargaining unit may be returned at the employee's option within ninety (90) days to the bargaining unit without loss of seniority or other service benefits or credits, or at option of Temple, in its discretion, to a

bargaining unit position without loss of seniority or other service benefits and credits previously earned in the bargaining unit. If no position is open then the employee shall be placed on the recall list.

ARTICLE XIII RATES OF PAY

Section 1.

Duration: Four years – November 1, 2003 to October 31, 2007.

A. Effective November 1, 2003, there shall be a 2% (two percent) across the board increase (see Appendix A which will contain new T Grade Schedule). Bargaining unit employees will also receive a cash payment equivalent to one percent (1%) of their base salary which shall not be added to their base pay.

B. Effective November 1, 2004, there shall be a 2% (two percent) across the board increase. Bargaining unit employees will also receive a cash payment equivalent to one percent (1%) of their base salary which shall not be added to their base pay.

C. Effective November 1, 2005, there shall be 2% (two percent) across the board increase. Bargaining unit employees will also receive a cash payment equivalent to one percent (1%) of their base salary which shall not be added to their base pay.

D. Effective November 1, 2006, there shall be a 2% (two percent) across the board increase. Bargaining unit employees will also receive a cash payment equivalent to one percent (1%) of their base salary which shall not be added to their base pay.

ARTICLE XIV HOURS OF WORK

Section 1.

A. The regular work week for all full-time employees shall not exceed forty (40) hours. Nothing herein contained shall be considered a guarantee of work.

B. Employees shall be required to work a reasonable amount of overtime when assigned by Temple.

C. Where obligated by applicable law, employees shall be paid one and one-half times the regular rate of pay for all authorized time worked in excess of forty (40) hours per week. Where Temple is not obligated by law to pay overtime pay, then at the discretion of the supervisor compensatory time may be granted for all hours scheduled and worked beyond the regular work week.

Section 2.

The work week shall commence at 12:01 a.m. Monday and shall end at 11:59 p.m. Sunday.

ARTICLE XV GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

a. Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be resolved in the following manner:

Step 1. An employee having a grievance and his Union delegate shall within five (5) working days after it arose, or should have been known to the employee, present the grievance in writing to the Department Head or designee in addition to his/her immediate supervisor. If desired, a hearing shall be held by the Department Head within two (2) working days. A grievance so presented in Step 1 shall be answered by Temple in writing within five (5) working days after its presentation or hearing, as the case may be.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. A grievance shall be presented in this step too, and be discussed with the Director of Labor Relations or his designee by the Union officers; and he or his designee shall render a decision in writing within five (5) working days after the presentation of the grievance or hearing in this step.

b. Failure on the part of Temple to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 2.

Without waiving its statutory or management rights, a grievance on behalf of Temple may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.

Section 3.

An employee who has been suspended or discharged, or the Union on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the Office of Labor Relations at Step 2 of the foregoing Grievance Procedure.

Section 4.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement.

Section 5.

Any disposition of a grievance from which no appeal or notice of request to extend time limit is given within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. However, with mutual agreement, extensions may be granted. Requests for extensions shall not be unreasonably denied.

Section 6.

A grievance which affects a substantial number or class of employees may initially be presented at Step 2 or Step 3 by the union.

The grievance shall then be processed in accordance with the Grievance Procedure.

Section 7.

A grievance, which has not been resolved may, within thirty (30) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by Temple or the Union to the American Arbitration Association for resolution under the voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

Section 8.

The fee and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 9.

The award of an arbitrator hereunder shall be final, conclusive and binding upon Temple, the Union and the employees.

Section 10.

The arbitrator shall have jurisdiction only over grievances after completion of the Grievance Procedure and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

**ARTICLE XVI
NO STRIKE OR LOCKOUT**

Section 1.

During this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of Temple University to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of Temple University or to cause an employee to strike, slow-down cease providing services to, or interrupting or interfere with the operations of Temple University or any other Temple affiliated Hospital, medical center, nursing home, or any other educational institution or other Temple facility.

Section 2.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any picketing (as defined in Section 1) strike, sit-down, slow-down, cessation, stoppage or interruption of work,

boycott or inference with the operations of Temple University or any Temple affiliated Hospital, medical center, nursing home or educational institution or other Temple facility, where such picketing, strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of the other Temple facility or is otherwise illegal.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1) strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work boycott, or other interference with the operations of Temple University or any other Temple affiliated Hospital, medical center, nursing home, or any educational institution during the term of this Agreement occur, the Union, within twenty-four (24) hours of a request by Temple University, shall:

- A. Publicly disavow such action by the employees.
- B. Advise the Office of Labor Relations of Temple and Human Resources Department of Temple University in writing that such action by employees has not been called or sanctioned by the Union.
- C. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- D. Post notices at the Union Bulletin Board advising that it disapproves of such action and instructing employees to return to work immediately.

Section 4.

The Employer will not lock out employees during the term of this Agreement.

ARTICLE XVII UNPAID LEAVE

Section 1.

A personal leave absence not in excess of 30 days and/or a renewal of a personal leave may be approved at the sole discretion of Temple University.

Section 2.

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of this Agreement. During such leaves of absence all benefits shall cease, unless the employee is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, Temple may require the employee to obtain a written certification for return to work from a physician designated by Temple University.

Section 3.

Except as provided above, employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

Section 4. Union Leave

A. A leave of absence for a period of one year with yearly extension shall be granted to employees with at least one year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Temple. Upon return to work an employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary employee. Otherwise, an employee shall be able to exercise the recall rights specified in this Agreement. At no time shall more than two employees be on leave of absence hereunder at the same time.

B. In the event the employee returns to his former position, he shall be entitled to his former rate of pay plus any contractual increments.

Section 5.

(1) Military Leave

Employees will be granted military leaves of absence in accordance with applicable laws. In addition, employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

(2) Educational Leave

Educational Leaves of Absence to further professional growth and advancement may be approved by Temple for a maximum of twelve (12) months to employees with at least one year of service.

**ARTICLE XVIII
PAID LEAVE**

Section 1. Funeral Leave

An employee will be granted up to four (4) days (including day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, father, mother, child, sister, and brother. Employees shall be granted up to three (3) days (including day after burial) with pay to attend the funeral of a father-in-law or mother-in-law and grandparent. Employees shall be granted an absence of one (1) day with pay for attendance at the funeral of a sister-in-law, brother-in-law, or grandchild. An employee shall make very effort to notify his or her supervisor prior to taking such leaves. Temple reserves the right to demand proof of any death and relationship for which leave is taken.

Section 2. Jury Duty

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his regular pay and the compensation for jury duty received from court. Any employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

**ARTICLE XIX
PAID SICK LEAVE**

Section 1.

“Sick leave” is defined as an absence of an employee from work by reason of illness or accident which is non-work connected or is not compensable under the Workers’ Compensation Laws of Pennsylvania.

Section 2. Eligibility and Benefits

A. An employee who has completed his first 90 days of employment is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his date of hire but not to exceed a total of ten (10) days for any one (1) year.

B. Unused sick leave may be accumulated up to a maximum of one hundred forty (140) days.

Section 3.

Pay for any day of approved sick leave shall be paid at the employee’s regular rate of pay.

Section 4. Notification and Proof of Illness

To be eligible for benefits under this Article, an employee who is absent must notify his supervisor in accordance with Departmental rules, unless proper excuse is presented for the employee’s inability to call. Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple employee health service physician or his designee before being permitted to return to work.

ARTICLE XX HOLIDAYS/PERSONAL DAYS

Full-time employees who have completed their first 30 calendar days of full-time employment shall be entitled to 11 holidays. These holidays shall be distributed throughout the year as follows:

New Year’s Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

Three (3) additional days which may be scheduled in accordance with an employee's personal preference.

Section 2.

A. The additional days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled, these days shall not be canceled by an employee without the consent of Temple. If an employee requests these days off with less than seven (7) days notice the granting or refusal shall be at the sole discretion of Temple. The granting shall not be unreasonably denied.

B. A new employee shall be entitled to the three additional days as follows:

<u>Hired</u>	<u>Entitled to</u>	<u>Can be taken</u>
July 1 – Sept. 30	3 days	after 30 days employment
Oct. 1 – Dec. 31	2 days	after 30 days employment
Jan. 1 – March 31	1 day	after 30 days employment
April 1 – June 1	3 days	after July 1

Section 3.

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. An employee shall be deemed to be in a pay status while he is on vacation, paid sick leave, workmen's compensation, annual field training and civil disturbance duty not to exceed fifteen (15) calendar days.

Section 4.

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday), except in the case of illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by Temple. An employee who fails to report for work on a holiday when scheduled to work shall not receive pay for the unworked holiday unless excused by Temple.

Section 5.

A. Recognizing that Temple works every day of the year and that it is not possible for all employees to be off on the same day, Temple shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, Temple will distribute holidays off on an equitable basis.

B. In the event an employee is required to work on a named holiday, said employee shall be paid time and one-half for all hours worked on the holiday, and shall, in addition, receive an additional day off at his regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

Section 6.

If a holiday falls during an employee's vacation, at the option of Temple the vacation shall be extended by one day or the employee shall receive a compensatory day off at this regular rate of pay within 30 days. In exercising its option, Temple will take into consideration the employee's expressed preference.

Section 7.

If one of the holidays falls on an employee's regularly scheduled day off, the employee shall receive a day off at this regular rate of pay within thirty (30) days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by Temple.

Section 8.

If work schedules permit, Temple will continue its policy of allowing Main Campus, Tyler and Ambler Campus employees time off on days preceding and following certain holidays where the services of the said employees are not deemed necessary.

Section 9.

If any holiday falls on a Saturday, it shall be observed on the preceding Friday. If any holiday falls on a Sunday, it shall be observed on the following Monday.

**ARTICLE XXI
VACATIONS**

Section 1.

Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

Length of Full-time Service as of July 1	Vacation
Less than one year but at least six months	One day for each month of service up to a maximum of 10 days
One (1) Year	Two (2) weeks
Three and one-half (3 ½) years	Three (3) weeks
Twelve and one-half (12 ½) years	Four (4) weeks

Section 2.

An employee shall not be considered to have worked during a month unless the employee has been employed by the 15th of the month.

Section 3.

Vacation schedules shall be established by Temple taking into account the wishes of eligible employees and the staffing needs of Temple. Employees shall submit their vacation requests in writing by April 15 or in accordance with departmental rules.

Where there is a conflict in choice of vacation time among employees within a department, seniority will govern.

Section 4.

Vacation pay shall be based upon an employee's regular rate of pay at the beginning of his vacation period.

Section 5.

No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accumulated. Employees will not be compensated for vacation time not taken.

Section 6.

Employees terminated involuntarily and employees who give four weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7.

Employees receiving a vacation benefit in excess of Section 1 above as of October 28, 1977 shall continue to receive same.

Section 8.

Upon the employee's written request, the employee will be paid his vacation pay the pay day before starting his vacation, provided such vacation is scheduled at least four weeks in advance.

**ARTICLE XXII
HEALTH AND WELFARE**

Section 1. Health Insurance

A. Upon enrollment at the Benefits Office, Human Resources, all active full-time employees shall become eligible for the following benefit programs on the first day of the month next after their date of employment: Basic Health, Independence Blue Cross Personal Choice or Keystone Health Plan East.

B. Effective April 1, 2004 employees who elect basic health single coverage shall have 20% of the premium for both Health and Prescription deducted from their pay. Those who elect single-plus coverage shall have 20% of the premium for both Health and Prescription plus 10% of the differential for single-plus coverage deducted.

C. Eligible bargaining unit members shall pay \$10 for physician office visit.

D. Eligible employees and their dependents, who are covered for the Independence Blue Cross Personal Choice may participate in Temple's TempleCARE Plan.

In the event the TempleCARE Plan is discontinued, the Union will be given thirty (30) days notice.

E. In the event Temple determines to switch its above mentioned carries, an equal (or greater) level of benefit must be maintained. Prior to making any change, Temple will Meet and Discuss with the Union.

Section 2. Post Retirement Benefit Pre-Funding Plan

The Post Retirement Benefit Pre-Funding Plan shall be changed as follows:

A. The current policy for employees enrolled in the Post Retirement Benefit Pre-Funding Plan shall remain in effect.

B. Employees hired prior to November 1, 1999, who are not currently enrolled in the Post Retirement Benefit Pre-Funding Plan, shall be eligible to enroll in the Plan under Temple University's current Policy but at the following contribution rates: Single 20%, Spousal 60%.

C. Employees hired after October 31, 1999 shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

Section 3. Life Insurance

A. Non-probationary, full-time permanent employees shall be entitled to a group term life insurance in the amount of \$10,000. Temple shall pay the full cost of such insurance.

B. Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1-1/2 times, 2 times, or 3 times his/her current salary up to a maximum of \$300,000 (in addition to the non-contributory insurance). Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

Employees not currently enrolled for 1-1/2 or 2 times salary are subject to insurability provisions.

Section 4. Dental Insurance

A. Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Temple Blue Cross/Blue Shield Dental Program. Booklets explaining the dental Program shall be issued to employees.

(1) Effective November 1, 2000, the employee co-pay for dental coverage shall be \$3.35 single coverage per month, and \$11.23 for family coverage per month.

B. The Dental Plan shall include the Orthodonture, Prosthetics and Periodontics Riders. The coverage will be effective for all eligible dependent children. This coverage is at the rate of fifty (50%) percent co-pay to a maximum of Two Thousand (\$2,000.00) Dollars for the Prosthetics and Periodontics Riders. The coverage for the Orthodonture Rider is, at the rate of fifty (50%) percent co-pay to a maximum of Two Thousand (\$2,000.00).

Section 5. Prescription Insurance

A. Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Temple Prescription/Drug Program. Booklets explaining the Prescription/Drug Program will be issued to employees. The deductible for generic prescription drugs shall be \$5.00 and the deductible for name brand prescription drugs shall be \$10.00.

Section 6. Vision Care

A. Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Temple Vision Care Program.

B. Bargaining unit employees shall be eligible for a twenty-five dollar (\$25.00) allowance toward contact lenses.

Section 7. Sickness and Accident Insurance

Effective April 1, 2003, non-probationary, full-time employees shall be entitled to the Temple Sickness and Accident Plan for up to twenty-six (26) weeks at 60% of employee's base salary to a maximum of \$225.00 per week .

Section 8.

Bargaining unit employees shall be eligible to participate in Temple's EAP program.

Section 9.

Part-time employees covered by this bargaining agreement shall be eligible on a pro rata basis only for the following benefits: holidays, vacation, paid sick leave, funeral leave and jury duty.

**ARTICLE XXIII
PENSION**

Section 1.

Employees shall be entitled to enroll in the Temple pension plan under Temple policy applicable to employees in this bargaining unit.

Section 2.

A. Effective April 1, 2004, bargaining unit employees will be vested after three (3) years of participation.

B. In the event Temple determines to offer additional options with the TIAA-CREF Plan or adjust the Vesting Policy, the University will give at least three (3) months notice to the Union.

Section 3. Early Retirement

A. Any bargaining unit member who has a least ten (10) years of service at Temple and has reached the age of 55 can elect to go on early retirement at age 62 or later. The bargaining unit member must notify Temple, in writing of the desire to retire early.

Upon delivery of the written request, the bargaining unit member may elect to accelerate both his/her contribution (if any) and Temple's contribution in order that at the elected time of retirement, there will be additional contributions to the pension fund.

For example, if the election was made at age 55 to retire at age 62, the following alternatives are available:

At age 55 – 12 years paid in 7, each annual contribution increased to 12/7 stated rates.

At age 56 – 11 years paid in 6, each annual contribution increased to 11/6 of states rates.

At age 57 – 10 years paid in 5, each annual contribution increased to 10/5 of states rates.

At age 58 – 9 years paid in 4, each annual contribution increased to 9/4 of states rates.

At age 59 – 8 years paid in 3, each annual contribution increased to 8/3 of states rates.

At age 60 – 7 years paid in 2, each annual contribution increased to 7/2 of states rates.

At age 61 – 6 years paid in 1, each annual contribution increased to 6/1 of states rates.

B. Any bargaining unit member who chooses an early retirement date and enrolls in the program, may, upon proper notice of at least one (1) year in advance of retirement, change his/her retirement date and elect an alternative one. If the alternative date is later than the initial retirement date, a penalty shall be levied for each month's extension equal to the monthly interest on the total accelerated Temple contributions paid to the date of the notice to change. Interest shall be calculated monthly at the rate of the first-of-the month prime rate of Temple's principal bank. Temple University shall provide that employees vest in a pension after three (3) years of service.

ARTICLE XXIV RESIGNATION

Section 1.

An employee who resigns shall give Temple four (4) weeks advance written notice.

Section 2.

An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned as of the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

**ARTICLE XXV
SEPARABILITY**

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law of regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXVI
HUMAN RESOURCES PRACTICES**

Section 1.

Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee.

Section 2.

Notice to review such files shall be given by the employee or the Union in writing to Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

Section 3.

All minor infractions on an employee's record shall be cleared after one year, provided that the one year shall be free of infractions.

**ARTICLE XXVII
PAST PRACTICES**

All past practices are hereby eliminated, except as specifically retained by this Agreement and those listed below:

- (a) Employee's Blood Donor Club

(b) Library privileges

The parties agree that the Union will continue to attend Temple University's orientation of new employees.

**ARTICLE XXVIII
ADDITIONAL BENEFITS**

Section 1. College Tuition

A. Employees shall be entitled to receive the tuition remission benefits under University policy applicable to employees in this bargaining unit.

B. The legally dependent children (whether by birth or adoption) of a permanent, full-time employee shall be entitled to full tuition for ten semesters of undergraduate work in Temple's undergraduate colleges, if they are enrolled as full-time students and must complete the benefit no later than six (6) years after enrollment.

C. These tuition benefits cease with the employee's termination of employment, permanent layoff or extended leave of absence.

D. If an employee dies while a legally dependent child is enrolled at Temple under this benefit, such child may continue to receive the benefit until the completion of eight semesters of undergraduate work.

Section 2. Recreational and Cultural Facilities

Employees shall be entitled to use Temple's recreational and cultural facilities in accordance with policies set and revised by Temple from time to time.

**ARTICLE XXIX
MISCELLANEOUS**

Section 1. Local Unit Representative Committee

The Local Unit Representative Committee normally consisting of at least three (3) representatives from the Union and the same from Temple may meet to discuss problems dealing with the implementation of this Agreement and to discuss Labor-Management problems that may arise out of the Employee-Employer relationship except that grievances may not be a subject for this Committee. Meetings of this Committee will be held at the request of either party and an agenda for the meeting may be submitted at least five (5) days prior to the meeting. The Committee may establish sub-committees to facilitate the discussions of the Committee.

Section 2.

- A. Temple will provide the Union with job descriptions for all job classes covered by this Agreement.
- B. Temple agrees to meet and discuss on job descriptions during the term of this Agreement.
- C. Disputes over salary grade level are subject to the grievance and arbitration procedure.

Section 3.

An employee shall not lose pay as a result of attendance required by Temple at conferences and training sessions related to their work.

Section 4.

- A. In the event Temple finds it necessary to make major changes affecting bargaining unit work, Temple agrees to meet and discuss the changes with the Union in advance of the initiation of such changes.
- B. In the event that Temple intends to implement technological changes which will result in layoffs or substantially changes a job description that will result in layoffs, it is agreed that Temple shall meet and discuss in advance of the initiation of said layoffs concerning the possible retraining of affected employees.

Section 5.

- A. Temple shall continue to provide a safe and secure place of work for its employees.
- B. Temple shall provide protective clothing and equipment where required by Temple in the performance of the work. Temple University shall provide uniform allowance of \$190.

**ARTICLE XXX
SHIFT DIFFERENTIAL**

Section 1.

Full-time employees working on a shift which begins after 12:00 noon and before 6:00 a.m. shall be paid a shift differential of forty cents (\$.40) per hour. An employee who is entitled to a shift differential for work on his/her regular shift shall receive the shift differential for overtime hours that are on extension of his/her regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of shift caused by overtime.

Section 3.

If an employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the employee's vacation, holiday and sick leave pay.

**ARTICLE XXXI
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from October 28, 2003 except as otherwise provided for in Article XII, and shall remain in effect until and including October 31, 2007, and shall continue in full force and effect from year to year thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law, but in no event less than sixty (60) days written notice by certified mail, return receipt requested, prior to the end of the original term in 2003 sixty (60) days written notice prior to the end of any subsequent year, of an intention to terminate the contract at the end of the original term or at the end of the then current year. IN WITNESS WHEREOF, the parties have hereunder act their hands on this 2nd day of April 2004.

LOCAL 1723, AND DISTRICT
COUNCIL 47 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO

TEMPLE UNIVERSITY OF
THE COMMONWEALTH
SYSTEM OF HIGHER
EDUCATION

/s/Howard S. Deck
Chief Negotiator, Council 47

/s/Mark J. Foley, Esquire
Attorney at Law for Temple Univ.

/s/Gary Kapanowski
President, Local 1723

/s/Timothy M. Fehrle
Director, Labor Relations

/s/Ricardo Bostic
1st Vice President, Local 1723

/s/Sharon I. Boyle
Manager, Labor Relations

/s/Rosa Brown
2nd Vice President, Local 1723

/s/William J. Wilkinson
Executive Director,
Finance and Administration

/s/DeLois E. Corbitt
Secretary-Treasurer, Local 1723

/s/Hunt Bartine
Director
HR Compensation

/s/Paul L. Dannenfels
Recording Secretary, Local 1723

/s/John J. Kinkade

/s/Veronica Norris
Exec. Board Member, Local 1723

/s/Valarie Clemmons
Exec. Board Member, Local 1723

Association Vice Pres-HR

/s/John Costa
Exec. Board Member, Local 1723

SIDE LETTER: ORIENTATION OF NEW EMPLOYEES

The Parties agree that the Union will continue to attend Temple University's orientation of new employees.

/s/ Gary Kapanowski, President
AFSCME, Local 1723

/s/ Timothy M Fehrle, Director
Labor Relations

April 2, 2004

SIDE LETTER: DOMESTIC PARTNER BENEFITS

The Parties agree that if Temple University and any other Temple University union agree to provide employees with University paid domestic partner benefits Temple University will make paid domestic partner benefits available as part of Local 1723's health insurance benefits as specified in the collective bargaining agreement.

/s/ Gary Kapanowski, President /s/ Timothy M Fehrle, Director
AFSCME, Local 1723 Labor Relations

April 2, 2004

APPENDIX A
T-GRADE SCHEDULE

RANGE #	New Hire Maximum*			Control Point 85	
	Minimum	30 th %tile	Target/Mid	%tile	Maximum
	New Hire Zone			Transitional Zone	
T21	19,600	25,000	28,000	34,400	37,000
T22	21,500	28,000	30,800	38,500	41,500
T23	24,200	31,000	34,500	42,400	45,600
T'24	27,000	34,000	38,600	47,100	50,700
T25	31,200	40,000	44,600	55,700	60,000
T26	37,300	47,000	53,200	65,900	71,000

* The amounts shown in this schedule represent the ranges for each grade as of July 1, 2004.
These ranges will be re-evaluated annually.