

TEMPLE
University

**COLLECTIVE BARGAINING
AGREEMENT**

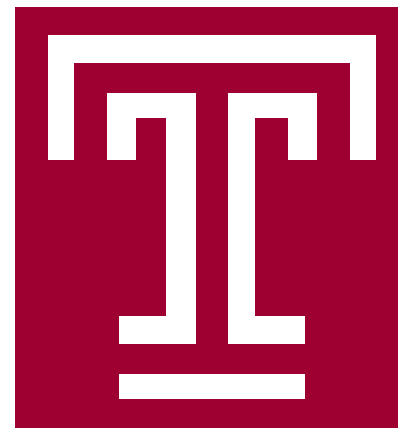
BETWEEN

**TEMPLE UNIVERSITY – OF THE
COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

AND

**THE BROTHERHOOD OF
UNIVERSITY EMPLOYEES, SEIU
LOCAL 612, CTW**

OCTOBER 1, 2008 TO SEPTEMBER 30, 2012



**TEMPLE
UNIVERSITY**

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APPENDICIES

TEMPLE UNIVERSITY
OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2012

PREAMBLE

This Agreement, entered into by Brotherhood of University Employees, SEIU Local 612, CTW, hereinafter referred to as the "Union", 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 UNION RECOGNITION AND RESPONSIBILITY OF PARTIES

Section 1.01

a. Temple recognizes the Union as the exclusive bargaining agent on matters pertaining to wages, hours, and working conditions for all non-supervisory personnel employed and working as Service Staff two (2) through four (4), elevator operators, groundspersons, mechanical street

sweepers, truck drivers, helpers, mail carriers, storeroom clerks, and audio visual operators. The term non-supervisory personnel shall mean those employees below the rank of assistant supervisors. The non-supervisory personnel described in this Section shall hereinafter be referred to as bargaining unit employees.

b. Non-bargaining unit employees shall not do work normally performed by bargaining unit employees, except for the purposes of instructions, experimentation, and emergencies. An emergency herein defined is any suddenly-arising situation necessitating immediate action by Temple to maintain safety or health, to prevent damage to equipment, facilities, property, and/or materials, to aid in correcting, or repairing malfunctions, and any situation where bargaining unit employees are not available.

Section 1.02

a. Duly elected or appointed and authorized Union officers, officials, stewards, and/or committeepersons shall be entitled upon written request to be absent from work, without pay, at reasonable times, and within reasonable limits (e.g., no more than two employees shall be absent from a shift at one time) for the purpose of attending to Union business. Such requests shall be submitted forty-eight (48) hours in advance in writing setting forth a brief description of the business to be attended to and an indication of the

length of time the employee expects to be absent. If such advance written request is not given, Temple shall have the right to refuse a requested absence.

b. Shop stewards shall be given reasonable opportunity from time to time to investigate complaints, and otherwise carry out Union matters. However, this is a privilege, and should not be abused. Any abuse such as roaming, taking excessive time, or not limiting activities to Union matters shall be grounds for discipline.

c. International representatives of the Union shall have access to the plant during working hours for the purpose of investigating filed grievances, provided that such representatives shall have first obtained authorization from Temple for each such visit.

d. Stewards and officers who attend grievance sessions involving this bargaining unit during their regular working hours, shall be paid. In no event will such employees be paid any premium pay while in attendance at such sessions.

Section 1.03

a. All employees of Temple presently in the bargaining unit shall become members in good standing of the Union within thirty (30) days following the execution of this Agreement. All new employees hired after the execution of this Agreement shall become members in good standing

of the Union within thirty (30) days of the date of their hire. Membership in good standing in the Union shall then be a condition of continued employment in the bargaining unit during the term of this Agreement; provided, however, that no action shall be taken by Temple in this regard which will render Temple liable to charges of unfair labor practices. Any employee who fails to meet the requirements of membership herein stated, shall not be retained in the employ of Temple in the bargaining unit, provided that the Union shall have notified Temple and the employee in writing of such default, and said employee shall have failed to remedy same within ten days after receipt of such notice.

ARTICLE II PROBATION

Section 1.

Notwithstanding any provision of this Article or this Agreement, every employee in the bargaining unit shall be deemed a probationary employee for a period of one hundred twenty (120) calendar days following date of hire. However, by mutual agreement between Temple and the Union, the probationary period may be extended for up to 60 additional days for particular employees. Temple shall have the right to discipline or discharge, with or without cause, any employee on probationary status.

ARTICLE III TEMPORARY EMPLOYEES

a. Any employee hired as a temporary employee shall be entitled to all benefits specified in Article XI, XIII and XVI of the Agreement after thirty (30) days. Also, Union dues will be deducted after thirty (30) days at the applicable rate. Such employee shall become a regular employee if retained after the expiration of one hundred twenty (120) consecutive days.

b. In the event Temple University hires personnel for the Driver/Helper Unit on a temporary basis, BUE members in the category of Service Staff 2, 3, or 4 will have first preference for these temporary positions. It is understood that the rates of pay and the change in job is temporary, and will be based on seniority, and the ability to perform the job. At the end of the temporary period, the individual will return to his previous position at the appropriate rate of pay.

c. At the time a new employee subject to this Agreement, completes his probationary period, Temple shall deliver to said employee a copy of this Collective Bargaining Agreement.

d. The name and classification of newly hired employees shall be furnished to the Union on a monthly basis.

e. Temple will furnish the Union each month with the names of employees on leave of absence and returning from leave of absence.

f. Temple will furnish the Union each month with the names of employees transferred into and out of bargaining unit positions.

**ARTICLE IV
NO STRIKE/ NO LOCKOUT**

Section 4.01

a. 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 health care entity or provider.

b. 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 picketing (as defined in Section A), strike, sit-down, slow-down, cessation, stoppage or interruption of work, boycott, or interference with the operations of Temple University or any other Temple affiliated health care entity or provider or any educational institution or other Temple facility by other labor organizations, 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.

c. In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section A), 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 health care entity or provider, 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:

1. Publicly disavow such action by the employees.

2. Advise the Office of Labor Relations and Human Resources Department of Temple University in writing that such action by employees has not been called or sanctioned by the

Union.

3. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

4. Post notices at the Union Bulletin Board advising that it disapproves of such action, and instructing employees to return to work immediately.

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

ARTICLE V NO DISCRIMINATION

Section 5.01

Neither Temple nor BUE shall discriminate against or in favor of any employee because of race, color, creed, marital status, sexual orientation, national origin, political belief, political affiliation, sex, age, BUE membership or non-membership. Neither party shall discriminate against an individual with a disability who, with reasonable accommodation, can perform the essential functions of the job or activity in question. Such reasonable accommodations shall not interfere with the Seniority rights of other employees specified in this Agreement.

ARTICLE VI RIGHTS OF TEMPLE

Section 6.01

The management of Temple's operation and the direction of the working force including, but not limited to, the right to plan, direct, and control all duties and functions performed by members of the bargaining unit, 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 right to establish, revise and maintain, and enforce reasonable work rules, to introduce improved work methods, and to change or eliminate existing methods, is vested exclusively in Temple; provided that this Article will not be used for the purpose of discriminating against any employee on account of membership in the Union. It is understood that the rights of management are limited solely as expressly limited by the language of this Agreement.

ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURES

Section 7.01 Grievance Procedure

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 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.

c. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified.

d. 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.

e. An employee who has been discharged, or the Union on his or her behalf, may file within five (5) working days of the discharge, a grievance in writing in respect thereof with the Director of Labor Relations at Step 2 of the foregoing Grievance Procedures. Any prior written warnings applicable to the employee shall be mailed to the Union by Temple within twenty-four (24) hours after the employee is notified of his or her discharge.

f. All time limits herein specified, shall be deemed to be exclusive of Saturdays, Sundays, and holidays. In the event Temple or the Union require additional time to process a grievance which has reached the second step, the request will be presented to the other party in writing whenever

possible, and will specify the requested length of the extension.

g. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not thereafter be considered subject to the grievance and arbitration provision of this Agreement.

h. A grievance which affects substantial number or class of employees, may initially be presented at Step 1 or Step 2 by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

Section 7.02 Arbitration Procedure

a. In the event a grievance is not resolved under Step 2 of the Grievance Procedure, it may be referred to binding arbitration as hereunder provided within five (5) working days after the grievance has been denied under Step 2.

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

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

d. All grievances so submitted to arbitration shall be referred to a permanent arbitrator, mutually agreed upon by the parties. The arbitrator must hold a hearing within thirty (30) days after receipt of a submitted grievance and shall render a decision within thirty (30) days after the close of the hearing. All fees and expenses of the arbitrator shall be borne equally by the parties.

e. In the event the parties cannot agree upon, or acquire the services of, a permanent arbitrator, the grievances shall then be submitted under the time schedule above to the American Arbitration Association for resolution under the "Voluntary Labor Arbitration Rules of the American Arbitration Association" then prevailing. All fees and expenses of the Association shall be borne equally by the parties.

Section 7.03

All time schedules stated in this Article may be extended by mutual agreement between the parties.

Section 7.04 Expedited Arbitration

The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration.

Within 90 days of the date of ratification, Temple and the Union will together meet with the

American Arbitration Association to establish an expedited arbitration procedure.

**ARTICLE VIII
CHECKOFF OF UNION DUES AND
INITIATION FEES**

Section 8.01

Upon receipt from the Union of appropriate written and signed authorizations by employees (in substantially the form set forth in Appendix A) authorizing the deduction of union dues and initiation fees, Temple will deduct ("checkoff") monthly from the pay of consenting employees reasonable dues and initiation fees. Within 10 days after such deductions are made, Temple will forward to the Treasurer of the Union all such monies deducted from employees' pay, together with a list showing the names of the employees from whom deductions were made, their salaries, and the amounts deducted from each employee.

Section 8.02

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

**ARTICLE IX
SENIORITY**

Section 9.01

In the event of a layoff in a department, temporary employees shall be laid off first.

Layoffs in a job classification shall be on the basis of bargaining unit seniority. Bargaining unit seniority shall be defined as the total length of time an employee has been employed by Temple in the bargaining unit since his/her last date of hire as a full-time employee. An employee so laid off shall have the right to bump into the next lower job classification in which he/she is qualified to work, and which has an employee with less plant seniority. Any subsequent bumping shall be on the same basis.

Section 9.02

- a. Recalls shall be upon the inverse order of layoffs.
- b. While employees are awaiting recall, those employees will be used to fill any temporary vacancies that exist. Employees recalled to temporary positions will be paid the current job rate for that position.
- c. While employees are awaiting recall, temporary employees will not be used.

Section 9.03

Elected Union officers (President, Vice President, Corresponding Secretary, Financial Secretary, Chief Steward, three Representatives, two Training Fund trustees, and the Grievance Chairman of the local Union) shall have superseniority in the bargaining unit for the purpose of transfer and layoff. Shop Stewards shall have superseniority in the department which they represent for the purpose of transfer and layoff; provided, however, that such superseniority shall only be retained in the event a Steward can perform an available job in his/her department with up to five (5) days of orientation, without other training.

Section 9.04

Whenever there is any change in personnel holding elective or appointive positions specifically mentioned in this Agreement, the Union shall immediately notify Temple of the change. (Attn.: Department of Labor Relations).

Section 9.05

An employee shall lose seniority rights for the following reasons:

a. Resignation. An employee who overstays his/her leave of absence without a good and sufficient reason, duly verified, will be considered as having resigned. Similarly, an

employee who is absent from work for three consecutive days, and has failed to notify his/her immediate supervisor, unless prevented by illness, will be considered to have resigned.

b. Discharge for just cause.

c. An employee laid off within six (6) months after his/her date of hire shall lose all seniority. An employee laid off with six (6) months or more seniority shall continue to accumulate seniority during layoff for one (1) year or the length of time equal to the amount of seniority at the time of layoff, whichever comes sooner. An employee laid off within six (6) months after his/her date of hire shall not be eligible for recall. An employee laid off with six (6) months or more seniority shall be eligible for recall for one (1) year from the date of layoff. Employees shall retain, until the end of the recall period, any seniority he or she had at the time the accumulation of seniority ceased.

d. Sick leave. An employee employed less than six (6) months shall accumulate no seniority while absent due to sickness, except for the number of sick days he/she shall be eligible to take under Section 15.07. An employee employed for six (6) months or more shall continue to accumulate seniority while absent due to sickness for (1) one year, or (2) a length of time equal to the amount of seniority at the time the absence due to sickness began, whichever comes sooner. When the

sooner event occurs, the employee shall lose all seniority.

Section 9.06

a. An employee in the bargaining unit who is transferred to a job with Temple outside of the bargaining unit will continue to accumulate seniority for a period of only ninety (90) days. After ninety (90) days the employee shall lose all rights in the bargaining unit.

b. It is agreed by the parties that assignment of personnel by Temple to fill vacancies, which may be created from time to time by vacations, or other valid reasons shall be considered as a temporary status, so long as the regular incumbent is carried on the payroll of the company, and upon the return of the regular incumbent, the temporarily assigned employee shall return to his/her regular position.

c. Whenever Temple decides to permanently transfer an employee from one department to another within the bargaining unit in the same job classification, the transfer shall be made on the basis of bargaining unit seniority.

d. No employee shall be involuntarily transferred to the Ambler Campus for more than ninety (90) days. Involuntary transfers shall occur in inverse order of seniority.

e. An employee who transfers, or is promoted into a new position may be removed, or opt to be removed, during the first thirty (30) days. If either of the above occurs, the employee shall be returned to his/her former position. An employee who is awarded an opening or promotion, or opts to be removed the first thirty (30) days shall be prohibited from applying for any further openings or promotions for six (6) months.

Section 9.07

Within fifteen (15) working days following the execution of this Agreement, Temple shall supply the Union with a seniority list. A seniority list shall be posted on all of the larger bulletin boards. Thereafter, Temple shall give the Union bi-monthly a memorandum listing new employees, date of hire, quits, discharges, transfers, reclassifications and rate changes.

ARTICLE X DISCHARGES AND OTHER DISCIPLINE

Section 10.01

Employees may be disciplined/discharged for cause. Employees are subject to the provisions regarding discipline and discharge as outlined in the work rules.

Section 10.02

If the University decides to suspend an employee without pay in circumstances other than those involving progressive discipline, the employee shall have the choice of beginning his suspension immediately or within 2 days.

Section 10.03

Before imposing any discipline, Temple shall first notify the employee's Shop Steward, and shall allow the Shop Steward to be present when the discipline is issued. The employee and the Shop Steward shall initial the discipline, but only for the purpose of acknowledging its receipt.

Section 10.04

Nothing contained in the foregoing sections shall alter or affect the parties' duties and obligations under the grievance and arbitration procedures.

**ARTICLE XI
WAGE AND HOURS**

Section 11.01

a. Effective October 1, 2008, the rate per hour shall increase 3% across the board as in Appendix B.

b. Effective October 1, 2009, the rate per hour shall increase 3% across the board as in Appendix B.

c. Effective October 1, 2010, the rate per hour shall increase 3% across the board as in Appendix B.

d. Effective October 1, 2011, the rate per hour shall increase 3% across the board as in Appendix B.

Section 11.02

A shift differential of \$.75 per hour shall be paid for each regularly scheduled hour worked as part of the second and third shifts, respectively. Effective 10/1/09, shift differential shall increase by \$.05. Effective 10/1/11, shift differential shall increase an additional \$.05.

Section 11.03

a. Forty (40) hours per week of five (5) normal day's work shall constitute a normal week's work.

b. All time worked in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times an employee's base rate.

c. All work performed on a holiday (which is not a continuation of work begun the preceding day)

shall be compensated at one and one-half (1-1/2) times an employee's base rate.

d. All time worked on the seventh consecutive day shall be compensated at two (2) times an employee's base rate.

e. Three AV employees (Bradford, Brooks, Eagan) will be grandfathered and will continue to receive one and one-half (1-1/2) times their hourly rate for hours worked in excess of 35 hours per week as long as they remain in their current jobs.

Section 11.04

In special cases (when an employee is on paid sick leave, or when an employee has an excused absence from work for union business) and only with specific permission of Temple, an employee may be credited with up to eight (8) hours of work in a day for the purpose of determining whether the employee has performed a normal week's work.

Section 11.05

All new employees shall be paid fifteen (15%) less than the appropriate base rate during their first year of employment.

Section 11.06

a. So far as circumstances will allow, Temple will attempt to assign overtime work on an

equitable basis to provide an equal distribution of overtime. Although no employee shall have a right to refuse to work overtime, whenever practical Temple shall attempt to comply with the request of an employee that he/she be allowed to turn down overtime in favor of another employee with fewer overtime hours. Whenever an employee refuses to work overtime offered on an optional basis, said employee will be charged with the hours offered for the purpose of equalizing overtime opportunities.

b. An employee directed to work overtime which is other than a shift continuation, shall be guaranteed four (4) hours of overtime pay or overtime pay for the hours scheduled, whichever is less, provided the employee has not been notified of a cancellation at least four (4) hours prior to the start of the work. An employee assigned overtime, which is a shift continuation, shall be guaranteed two (2) hours of overtime pay or overtime pay for the hours scheduled, whichever is less, provided that the employee has not been notified of a cancellation at least two (2) hours prior to the start of the work. Whenever possible Temple University will provide members of the Union with twenty-four (24) hours notice prior to scheduling overtime.

Section 11.07

There shall be no compounding or pyramiding of overtime, or premium pay. The highest applicable rate shall apply.

Section 11.08

Employee assigned to driving a vehicle which is required by the State Motor Vehicle Code to be licensed and driven by a licensed driver, shall be paid the Driver's rate while driving the vehicle.

Section 11.09

Any employee assigned to unload a truck for a period of fifteen (15) minutes or longer, shall be paid the Driver's rate for all such time.

Housekeepers assigned to perform work normally performed by Drivers for more than 15 minutes when this work is not part of the performance of their normal duties will be paid the Driver's rate for all time that such work is performed.

Section 11.10

a. The normal starting time of a shift shall determine the day of the shift, and the rate of pay for work performed on that shift.

b. The normal starting times for the various shifts are as follows:

- Day Shift - from 6:00 a.m. to 8:00 a.m.
- 2nd shift - from 1:30 p.m. to 4:30 p.m.
- 3rd shift - from 10:00 p.m.

c. It may be necessary to change the starting times or to establish new shifts. In such cases, Temple will give the Union adequate notice of the change.

**ARTICLE XII
VACATIONS**

Section 12.01

The eligibility period for determining vacations shall commence on July 1, and run through the following June 30. However, vacation must be taken during the period July 1 through June 30 of the following year. No vacation time may be accumulated and carried over from one (1) vacation year to the next. No employee shall be entitled to take more than four (4) consecutive weeks of vacation.

Section 12.02

a. An employee must have been employed for at least six (6) months before becoming entitled to any vacation. An employee shall not be considered to have worked during a month, unless he/she shall have been employed by the 15th day of a month.

b. Employees with two (2) weeks or more vacation shall be entitled to take one of their weeks in one day or half day increments.

c. Employees with four (4) or more weeks vacation shall be entitled to take two (2) weeks one day at a time, of those two (2) weeks, one may be taken in half day increments.

d. The selection of single and half days should not interfere with vacation quotas and notification is to be the same as agreed upon for personal days. The granting or refusal of such vacation (single and half days) shall be a matter solely in the discretion of Temple provided, however, the granting of such vacation shall not be unreasonably withheld by Temple.

Section 12.03

a. Employees shall be eligible for vacations based upon the following schedule:

<u>Length of Service as of July 1</u>	<u>Vacation</u>
Less than one (1) year but at least six (6) months	One day (1) for each month of service up to a maximum of ten (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 12.04

Temple shall have the right to assign vacation schedules. However, whenever possible, Temple

shall grant vacations on a bargaining unit seniority basis.

Section 12.05 Resignation

Employees terminated involuntarily and employees giving at least two (2) weeks notice of resignation shall receive full payment for unused and accrued vacation.

Vacation time shall be considered time worked for the purpose of computing overtime and premium pay

This section does not apply to employee retirement.

Section 12.06

For pay purposes, vacation pay shall be computed by multiplying an employee's hourly base rate by forty (40) hours (or thirty-six (36) hours in the case of non-electing Service Staff 2's, and thirty-five (35) hours for employees whose work week normally consists of thirty-five (35) hours.)

Section 12.07

Compensation for vacations shall be paid in full to the employee at the commencement of the vacation. In addition, an employee shall be paid at the commencement of the vacation for holidays which fall during the vacation period, unless

Temple chooses to compensate for such holidays by giving additional time off with pay at a later date.

Temple agrees to develop methods to insure that employees receive vacation pay in advance of vacation.

ARTICLE XIII HOLIDAYS

Section 13.01

a. For the purpose of this Agreement, the following shall be recognized as paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Friday following Thanksgiving
the day before Christmas
Christmas Day or days observed as such

If any of the aforesaid holidays fall on Sundays, it shall be observed on Monday. If any of the aforesaid holidays falls on Saturday, it shall be observed on Friday.

b. Each employee shall be granted two (2) Personal Holidays, which must be taken during the period July 1 through June 30 of the following year.

Personal days may not be accumulated or carried over from one year to the next. Personal days shall be taken at a mutually agreeable time and shall be requested at least five (5) days in advance. Once scheduled, these days shall not be canceled without the consent of Temple. If an employee requests these days off with less than five (5) days notice, the granting or refusal shall be at the sole discretion of Temple. The granting shall not be unreasonably denied.

Section 13.02

Employees will receive eight (8) hours of pay at the regular rate of pay for each holiday observed, provided that they are on pay status when the holiday is observed. Employees will be paid two and one-half (2 1/2) times their regular rate of pay for all work performed on holidays; provided, however, an employee shall not be considered to be working on a holiday if the shift upon which he/she is working started prior to the holiday.

Section 13.03

Paid holidays, which occur during the vacation period of any employee, shall be paid for in addition to vacation pay, unless Temple chooses to give compensatory time off at a later date.

Section 13.04

In order for an employee to be eligible to receive pay for any of the aforementioned holidays, or days observed as such, although not worked, as provided for in Section 9.01 of this Article, such employees must have:

a. Been on Temple's payroll thirty (30) calendar days prior to the occurrence or observance of the holiday in question.

b. Performed work for Temple on the last regularly scheduled work day immediately preceding, and on the first regularly scheduled work day immediately following the holiday in question on which he/she was scheduled to work by Temple, unless the employee's failure to work on such days was due to an excused absence, or because the employee was laid off by Temple within fifteen (15) calendar days prior to the occurrence or observance of the holiday in question shall be entitled to pay for such holiday.

**ARTICLE XIV
HEALTH, WELFARE AND PENSION**

Section 14.01

Rates for basic health coverage including prescriptions in effect as of 9/31/08 per the existing contract shall remain in effect until 9/30/09.

a. Temple shall provide single or family health insurance coverage through Independence Blue Cross Personal Choice including Blue Shield and Major Medical or Blue Cross/Blue Shield Keystone HMO.

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

c. Eligible employees and their legal dependents who are covered for the Independence Blue Cross Personal Choice including Blue Shield and Major Medical or Blue Cross/Blue Shield Keystone HMO, may participate in Temple's TempleCARE Plan.

i. Effective October 1, 2008 and through the life of the contract, employees who elect single health coverage shall have 20% of the premium for both health and prescription deducted on a pre-tax basis from their pay up to the maximum amounts on Appendix C.

ii. Effective October 1, 2009, employees who elect family health coverage shall have 15% of the premium for both health and prescription deducted on a pre-tax basis from their pay up to the maximum amounts on Appendix C.

iii. Effective October 1, 2011 employees who elect family health coverage shall have 16% of the premium for both health and prescription deducted on a pre-tax basis from their pay up to the maximum amount on Appendix C.

d. Effective October 1, 2008, bargaining unit members shall have a \$10.00 co-pay for doctor office visits.

Section 14.02

a. Effective January 1, 2001, members of the bargaining unit shall be entitled to a pension benefit of thirty dollars (\$30.00) per month per year of service at normal retirement for credited service, subsequent to December 31, 2000.

b. The Defined Benefit Plan will be frozen at the December 31, 2001 amount and all employees would be considered vested in the former plan.

c. Effective January 1, 2002, a Defined Contribution Plan (i.e., currently TIAA-CREF or Fidelity) was adopted. The Union will be provided with a copy of the Defined Contribution Plan document and any amendments thereto.

d. Effective 10/1/08, Temple will contribute 4% of an employee's base salary to the Defined Contribution Plan agreed to effective

January 1, 2002, with no required employee contribution.

e. Effective 10/1/08, employees who voluntarily contribute 1% of base pay to the Defined Contribution Plan will receive a 5% contribution from Temple. In addition to the contribution from Temple and the 1% employee contribution, employees shall be able to make their own additional voluntary contribution on a tax-deferred basis to the extent permitted by law. Temple will not make any matching contributions on those additional employee contributions.

f. Employees will be considered vested after three (3) years.

Section 14.03

a. Effective October 1, 2000, all active employees who have satisfactorily completed their probationary period, shall be entitled to group term life insurance in the amount of \$12,000. Temple shall pay the entire cost of said insurance.

b. Temple extends the contributory life insurance option to this bargaining unit at the rate of 1 1/2, 2, or 3 times an employee's annual salary provided the employee passes the insurability requirements.

Section 14.04

a. Effective 10/1/08, the Sickness and Accident benefits shall extend for a maximum of twenty-six (26) weeks at 60% of base salary to a maximum of \$250.00 per week for eligible employees. Provisions for said benefits shall be available (see Section 16.02) during any waiting period under Workers' Compensation.

b. Effective upon open enrollment within 90 days of ratification, bargaining unit employees will be eligible to participate in the Unum voluntary short term disability plan at the employee's cost.

Section 14.05

a. Following retirement, any employee shall be eligible for enrollment to receive a \$2,000 life insurance policy and the annual premium of \$7.20 is waived.

b. New retirees after October 1, 2000, shall be eligible for enrollment to receive a \$3,000 life insurance policy and the annual premium is waived.

Section 14.06

a. Upon retirement an employee shall receive a retirement benefit payment equal to one (1) week's base pay (at the base rate being earned at

the time of retirement) for each block of five (5) years of continuous service, with a maximum of five (5) weeks.

Section 14.07

The present Independence Blue Cross Personal Choice including Blue Shield and Major Medical or Blue Cross/Blue Shield Keystone HMO, Accidental Death and Dismemberment, Long Term Disability, Pension Program held in trust by PNC bank, and Life Insurance are fully described in separate booklets which are available for inspection in the Personnel Office. Said benefits shall remain in full force and effect during the term of this Agreement.

Section 14.08

a. Non-probationary, full-time employees and their legally dependent spouses and children shall be enrolled in the Fidelio Dental Program. Booklets explaining the Dental Program shall be issued to employees.

i. The employee co-pay for dental coverage shall be twenty-five (25%) percent of the premium for the coverage elected deducted from pay on a pre-tax basis as in Appendix D.

b. In the event Temple University determines to switch its above-mentioned carriers, an equal (or greater) level of benefit must be maintained. Temple University may elect to offer different options from a single carrier or a single option from a single provider. Prior to making any change, Temple University will Meet and Discuss with the Union.

Section 14.09

a. Bargaining Unit Members shall be eligible for participation in Temple's EAP Program.

Section 14.10

a. Non-probationary, full-time permanent employees shall be enrolled in the Temple Vision Care Program. Booklets explaining the Vision Care benefits will be issued to employees.

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

Section 14.11

a. The current policy for bargaining unit members enrolled in the Post Retirement Benefit Pre-Funding Plan shall remain in effect.

b. Employees hired prior to October 1, 2000, 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 September 30, 2000 shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

Section 14.12

a. Bargaining unit members shall be eligible to enroll in a Flexible Spending Account for healthcare expenses.

**ARTICLE XV
LEAVES OF ABSENCE**

Section 15.01

A leave of absence for any employee may be approved by Temple for a period not in excess of thirty (30) days, and shall be subject to renewal upon application to and approval by Temple. Employees shall accumulate seniority during leaves of absence (unless otherwise stated) approved by Temple and shall receive holiday pay for holidays occurring during the first ten (10) days of such leaves.

Section 15.02

Employees will be granted leaves of absence in accordance with the Selective Service Act of 1948. 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. Nothing in the foregoing shall prevent any employee from attending a training camp while on vacation with pay.

Section 15.03

a. In any instance in which an employee has been elected or appointed to a Union office or position which necessitates a leave of absence, the Union shall certify the same to Temple in writing. Thereafter, said employee shall be granted a leave of absence without pay for up to one (1) year. An extension to said leave may be granted at Temple's discretion.

At no time shall more than two (2) employees be on leave of absence hereunder at the same time.

b. During such leave of absence an employee will not participate in any of Temple's Employee Benefit Programs. Further, an employee shall not accumulate any additional seniority while on such leave; however, an employee shall continue to hold his/her relative seniority position for the purpose of layoffs and recall.

Section 15.04

1. Family and Medical Leave (FMLA)

a. Eligible bargaining unit members may take leaves of absence under the provisions of the Family and Medical Leave Act.

b. Absences covered by FMLA shall not be counted as sick occurrences.

2. Employees on unpaid LOA shall not be entitled to earn sick or vacation leave time, regardless of S&A status.

Section 15.05

a. An employee will be granted four (4) days bereavement leave with pay for absence necessary to attend the funeral or mourn the recent death of a member of the employee's immediate family: Spouse, father, mother, child, sister and brother. Employees shall be granted three (3) days with pay to attend the funeral or mourn the recent death of a grandparent, father-in-law or mother-in-law. Employees shall be granted an absence of one (1) day with pay for attendance at the funeral or mourn the recent death of a sister-in-law, brother-in-law, or grandchild. An employee's supervisor shall be notified in advance before any such leaves are taken. Temple reserves the right to demand

proof of any death for which absences are requested.

Section 15.06

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid by Temple the difference between his/her regular pay and the compensation for jury duty received from a 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.

Section 15.07

a. 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.

ELIGIBILITY AND BENEFITS

b. An employee who has completed his/her probationary period is eligible for one (1) day per month leave at the rate of the said day for each full month of continuous service, but not to exceed a total of ten (10) days for any one year.

c. Employees hired before January 1, 1987 will continue to receive ten (10) days of sick leave with pay on July 1.

d. Unused sick leave may be accumulated without limit.

e. Any employee who has incurred seven (7) occurrences in a fiscal year in accordance with the attendance policy shall not be entitled to pay for the first or second day of an illness from thereafter for a 4 month period.

f. Following the 4 month period specified in section e above, the employee will become eligible for pay for the first and second day absences, provided he/she has available sick time, until he/she again incurs seven (7) occurrences at which time section e above will again apply.

g. If an employee has at least fifty (50) days in his/her sick bank at the beginning of the fiscal year (July 1st), this section (e) does not apply for that fiscal year.

h. No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.

i. Pay for any day of approved sick leave shall be paid at the employee's base rate of pay including differential.

j. Sick leave days with pay are granted solely for the individual employee's illness, are not intended to cover absence due to illness or accident to members of the family.

k. Any employee who has perfect attendance for twelve (12) consecutive months, will be granted a paid personal holiday.

NOTIFICATION AND PROOF OF ILLNESS

l. An employee will be required to sign a sick certificate to be paid for sick leave. If fraudulent it shall be the basis of disciplinary action up to and including dismissal. If Temple has good cause to believe that an employee is abusing the sick leave privilege, Temple can require the employee to substantiate future claims for sick leave by submitting a medical certificate signed by a licensed physician.

Section 15.08

Temple will mail or deliver sick pay to an employee on long-term illness who has shown proof of such illness, or who is confined to a house or hospital under the care of a licensed physician.

ARTICLE XVI OCCUPATIONAL INJURIES

Section 16.01

a. An employee injured on the job shall be paid for time lost while being medically treated.

b. Employees who become sick while on the job, or for medical appointments, shall be entitled to use their sick leave in four (4) hour increments.

Section 16.02

An employee shall not be required to use accumulated sick leave days in order to cover any waiting period under Workers' Compensation. He/she may elect to use Sickness and Accident Benefits during the waiting period.

Section 16.03

Temple shall pay for or provide an employee's transportation to a hospital, and back to the employee's job or house on the day the employee is injured on the job, and taken to a hospital.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.01

a. An employee shall be given two week's written notice of non-disciplinary layoff, or, in lieu of such notice, shall be given two week's pay at his/her base rate.

b. Employees required to wear uniforms will receive eighteen (\$18.00) dollars per month to be paid every six (6) months.

Section 17.02

a. A posting procedure shall be used to fill (a) permanent job openings all shifts, and (b) promotional opportunities. Temple will post such opening(s) on the bulletin boards and electronically; said posting shall remain up for three days during which period all employees may submit written bids. At the end of said period Temple shall award the aforesaid openings and promotions on the following basis: (1) ability to perform job; (2) satisfactory work record; (3) finally, on the basis of bargaining unit seniority. When an initial opening or promotion is awarded, in no event shall there be more than two (2) subsequent postings. An employee who is awarded an opening or promotion under this Section shall be prohibited from applying for any further openings or promotions for six (6) months.

b. All bidders shall be notified of the determination of their bid in writing in a timely manner.

c. Temple will provide the Union with prior notice of all postings.

Section 17.03

Pay check stubs shall show all deductions, overtime, vacation pay, etc.

Section 17.04

Temple will make bulletin boards available at convenient places for the posting of notices pertaining to Union business and activities. All materials to be posted upon such bulletin boards shall first be submitted to the Department Head for prior approval.

Section 17.05

Temple and the Union shall equally share the cost of printing or otherwise reproducing sufficient copies of this Agreement for distribution to all employees within one hundred twenty (120) days of execution thereof.

Section 17.06

Temple University will attempt to provide at least forty-eight (48) hours notice (except in emergencies) to the Union, prior to directing employees to work at a campus other than the one they are normally assigned. The University will Meet and Discuss with the Union whenever possible.

Section 17.07

Temple recognizes that a stripping crew is typically composed of three (3) employees. However, Temple retains the right to assign a lesser number of employees to a stripping crew when circumstances so warrant. Temple shall provide protective overshoes for employees working on a stripping crew.

Section 17.08

a. Weather hazards which cause public transportation failure or breakdowns should be considered as excuses for lateness. An employee late for work due to the aforementioned transportation failures or breakdowns shall be paid for time actually clocked. In all other instances, deductions in pay for lateness shall be for time actually late.

b. If an employee reports for work on a posted weather warning day (one where Temple is

closed) and there is no work available for him/her, he/she shall be paid four (4) hours pay if Temple failed to notify him not to work prior to the time said employee left for work. Temple shall have met its duty to notify if it places a telephone call to an employee at the number provided by the employee for this purpose.

Section 17.09

Each employee shall have his or her own locker. Inasmuch as Temple does not now have sufficient facilities for this purpose, Temple shall have a reasonable time to comply with this Section.

Section 17.10

Temple shall provide the following items or personal wear:

- a. Uniform trousers for female employees;
- b. Winter jackets for drivers, helpers, groundspersons, outside mail carriers;
- c. Inside jacket liners for night Service Staff 4 for employees who are required to spend substantial amounts of time out of doors;
- d. Uniforms for female employees as required, but not to exceed two (2) sets every six (6) months;

e. Temple will make arrangements for a supplier to come on campus during day shift hours for the purpose of allowing employees to buy safety shoes (one pair annually) at discounts. The Union will be notified in writing of the above.

Effective October 1, 2004, Temple will reimburse the vendor thirty dollars (\$30.00) off of the discounted purchased safety shoes. The supplier will bill Temple directly for this discount.

f. Temple will provide no more than one (1) pair of safety shoes per year for the Driver/Helper Unit, and Dormitory Service Staff IV's.

g. Temple agrees to provide uniforms for those employees required to wear uniforms. The uniforms will be replaced as needed.

h. Audio Visual Operators shall be issued rain gear and smocks.

i. Groundsperson 1 & 2 shall be issued one pair of waterproof boots.

j. Rain ponchos and boots will be available upon request for housekeepers.

k. Temple agrees to provide foul weather gear (rubber boots and two piece rainsuits) for all drivers and groundspersons.

Section 17.11

a. Temple agrees to Meet and Discuss with the Union the work rules applicable to the employees in the bargaining unit.

b. Whenever Temple decides to institute any major changes in work methods, job descriptions or work schedules, Temple will Meet and Discuss such changes with the Union prior to implementation.

c. Temple agrees to provide job descriptions for all respective job classifications. Temple will Meet and Discuss the job descriptions with the Union.

Section 17.12

On the last day of this Agreement, the Union shall be entitled to any improvements, which are granted to any other bargaining unit of nonprofessional employees during the term of this Agreement in the following classes of benefits: holidays, sick leave day, Sickness and Accident Insurance, Blue Cross, Blue Shield, Major Medical, bereavement and group life insurance. As to any improvements so granted on the last day of this Agreement, the Union agrees that it shall not be entitled to any increase for one (1) year after the expiration date of this Agreement in said class of benefit.

Section 17.13

The Safety Committee, as established by Physical Plant, will meet from time to time for the purpose of making recommendations on safety and health conditions. Either management or the Union may request a meeting. When deemed necessary by the Manager of Safety, safety tours will be scheduled at whatever time is appropriate.

Section 17.14

Any notices required to be sent from the Union shall be addressed as follows: ATTENTION: Director of Labor Relations, University Services Building, Broad Street and Oxford Street, Philadelphia, Pa. Any notices required to be sent from Temple to the Union shall be addressed as follows: ATTENTION: President, Brotherhood of University Employees, SEIU Local 612, CTW, Post Office Box 114, Temple University.

Section 17.15

\$35,000 per year shall be contributed to a jointly administered trust fund for the purpose of providing additional training and welfare benefits for BUE bargaining unit members. Said funds shall be used for job advancement training of BUE members, vocational training for legally dependent children of BUE members, and for emergency loans

of up to \$420.00 per year for BUE members. The trustees shall establish guidelines for said loans.

Section 17.16

a. Upon completion of the probationary period, permanent full time employees shall be entitled to tuition free attendance at Temple's undergraduate schools for up to six (6) credit hours per semester, and for courses in Temple's undergraduate colleges for graduate work for up to six (6) credit hours per semester. Legally dependent children (whether by birth or adoption) of the forementioned employees, shall be entitled to full tuition for eight (8) semesters of undergraduate work in Temple's undergraduate colleges if they are enrolled as full-time students. Children who are so entitled must enroll in Temple under this benefit by age twenty-three (23) and must complete the benefit no later than six (6) years after enrollment.

b. The eight (8) semesters may be extended up to (10) semesters if the undergraduate degree has not been completed.

c. Tuition benefits cease with the employee's termination of employment, permanent layoff, or an 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 (8) semesters of undergraduate work.

Section 17.17

Temple will continue its past practice of providing meal money, when Temple deems appropriate, for drivers and helpers.

Section 17.18

The masculine, feminine and neuter gender as used in this Agreement import one another. The singular number shall import the plural whenever applicable.

Section 17.19

a. 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; however, the foregoing shall not apply to any pre-employment materials.

b. Notice to review such files shall be given by the employee or the Union in writing to 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 17.20

Dependent upon successful negotiation and ratification of Agreement, the Union negotiating committee, for up to seven (7) members for seven (7) sessions, shall be paid for time lost.

**ARTICLE XVIII
MODIFICATION, TERMINATION AND
RENEWAL**

Section 18.01

This Agreement, when signed by the Vice President-Chief Financial Officer of Temple and by the President of the Union, shall become effective as described above for a period of forty-eight (48) months from October 1, 2008, until 12:00 midnight, September 30, 2012, and shall continue to remain in full force and effect from year to year thereafter, unless written notice is given by either party hereto to the other in accordance with applicable law requesting that the Agreement be modified or terminated. In the event of such notification, the parties hereto shall immediately confer and negotiate with reference to a new or modified Agreement. Negotiations for a new Contract shall commence not later than thirty (30) days from the day of the written notice herein mentioned. In the event that either party notifies the other of its desire to modify this Agreement, subject to such notification, shall continue to remain in effect during the period of negotiations until a new

Agreement has been reached, or until either party shall give the other party three (3) days' notice of cancellation.

No other notice of modification, or of termination of Contract shall be required of either party other than the notice herein specified. In any event, nothing herein contained shall preclude either party from modifying, changing, or amending its proposals for a new Agreement

IN WITNESS WHEREOF, the parties have here unto set their hand and seals as stated above.

**BROTHERHOOD OF
UNIVERSITY EMPLOYEES**

**TEMPLE UNIVERSITY
OF THE COMMONWEALTH
SYSTEM OF HIGHER EDUCATION**

/s/Bruce Ludwig, Esq.
Chief Negotiator

/s/Sharon I. Boyle
Chief Negotiator,
Labor Relations

/s/John Addison
President

/s/Monica J. Washington, Esq.
Manager, Labor Relations

/s/Sherman Diggs
Vice President

/s/Thomas F. Dinardo
Director, Support Services
Facilities Management

/s/Charles Washington
Chief Shop Steward

/s/Dorothy Johnson
Treasurer

/s/Vicki Rodriguez
Grievance Chairperson

/s/Michael Macey
Trustee

/s/Patricia Y. Dixon
Secretary

APPENDIX A

**BROTHERHOOD OF UNIVERSITY
EMPLOYEES
AUTHORIZATION**

I do hereby assign to BROTHERHOOD OF UNIVERSITY EMPLOYEES from my wages, union dues, initiation fees and any fines or assessments levied against me, hereby authorizing and directing my employer, to pay the same to the Treasurer of said Brotherhood of University Employees.

I submit this Authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date or up to the termination date of the current Bargaining Agreement between the and Brotherhood of University Employees, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any period hereof. Such revocation shall be effected by Registered Letter to the Company and the Union within such fifteen (15) day period.

Date _____ Signed _____

APPENDIX B
WAGE RATE STRUCTURE
BUE-SEIU, LOCAL 612

Position Title	Effective		Effective		Effective		Effective		Effective	
	10/01/07 - 09/30/08		10/01/08 - 09/30/09		10/1/2009 - 9/30/2010		10/01/10 - 09/30/11		10/01/11 - 09/30/12	
	Hire Rate	Job Rate 3%	Hire Rate	Job Rate 3%	Hire Rate	Job Rate 3%	Hire Rate	Job Rate 3%	Hire Rate	Job Rate 3%
Audio Visual Operator	\$13.49	\$15.50	\$13.89	\$15.97	\$14.31	\$16.45	\$14.74	\$16.94	\$15.18	\$17.45
Driver	\$14.79	\$17.01	\$15.23	\$17.52	\$15.69	\$18.05	\$16.16	\$18.59	\$16.65	\$19.15
Driver (CDL)	\$14.97	\$17.21	\$15.42	\$17.73	\$15.88	\$18.26	\$16.36	\$18.81	\$16.85	\$19.37
Groundsman	\$13.49	\$15.50	\$13.89	\$15.97	\$14.31	\$16.45	\$14.74	\$16.94	\$15.18	\$17.45
Service Staff IV	\$13.49	\$15.50	\$13.89	\$15.97	\$14.31	\$16.45	\$14.74	\$16.94	\$15.18	\$17.45
Storeroom Clerk	\$13.87	\$15.95	\$14.29	\$16.43	\$14.71	\$16.92	\$15.16	\$17.43	\$15.61	\$17.95
Mail Carrier	\$13.49	\$15.50	\$13.89	\$15.97	\$14.31	\$16.45	\$14.74	\$16.94	\$15.18	\$17.45

Hire Rate 15% less than Job Rate

APPENDIX C

HEALTH INSURANCE CO-PAYS					
	Current	Year 1	Year 2	Year 3	Year 4
BLUE CROSS					
Personal Choice					
SINGLE CoPay	\$50.12	\$49.52	\$55.46	\$62.11	\$69.57
Amount of increase (decrease)		(\$0.61)	\$5.94	\$6.65	\$7.45
FAMILY CoPay	\$91.51	\$90.39	\$110.28	\$123.51	\$147.55
Amount of increase (decrease)		(\$1.12)	\$19.89	\$13.23	\$24.04
HMO					
Keystone					
SINGLE CoPay	\$47.18	\$45.08	\$50.49	\$56.55	\$63.34
Amount of increase (decrease)		(\$2.09)	\$5.41	\$6.06	\$6.79
FAMILY CoPay	\$85.07	\$81.26	\$99.14	\$111.04	\$132.66
Amount of increase (decrease)		(\$3.81)	\$17.88	\$11.90	\$21.62
CoPay %	SINGLE	20.00%	20.00%	20.00%	20.00%
	FAMILY	13.77%	15.00%	15.00%	16.00%

APPENDIX D

DENTAL INSURANCE CO-PAY ANALYSIS

CURRENT 10/01/2008 - 09/30/2009

PLAN	PREMIUM	CO-PAY %	CO-PAY CALCULATED	PRE-TAX EST @ 15%
FIDELIO DENTAL				
SINGLE+ (FAMILY)	\$19.75	25.00%	\$4.94	\$4.20
SINGLE	\$19.75	25.00%	\$4.94	\$4.20

10/01/2009 - 09/30/2010

PLAN	PREMIUM	CO-PAY %	CO-PAY CALCULATED	PRE-TAX EST @ 15%
FIDELIO DENTAL				
SINGLE+ (FAMILY)	\$20.54	25.00%	\$5.14	\$4.36
SINGLE	\$20.54	25.00%	\$5.14	\$4.36

10/01/2010 - 09/30/2011

PLAN	PREMIUM	CO-PAY %	CO-PAY CALCULATED	PRE-TAX EST @ 15%
FIDELIO DENTAL				
SINGLE+ (FAMILY)	\$21.36	25.00%	\$5.34	\$4.54
SINGLE	\$21.36	25.00%	\$5.34	\$4.54

10/01/2011 - 09/30/2012

PLAN	PREMIUM	CO-PAY %	CO-PAY CALCULATED	PRE-TAX EST @ 15%
FIDELIO DENTAL				
SINGLE+ (FAMILY)	\$22.22	25.00%	\$5.55	\$4.72
SINGLE	\$22.22	25.00%	\$5.55	\$4.72

NOTE: FUTURE PREMIUMS ESTIMATED WITH AN INFLATIONARY RATE = 4%