



# TEMPLE University

## COLLECTIVE BARGAINING AGREEMENT

### BETWEEN

TEMPLE UNIVERSITY –

OF THE COMMONWEALTH SYSTEM OF  
HIGHER EDUCATION

### AND

TEMPLE UNIVERSITY

GRADUATE STUDENTS' ASSOCIATION/  
AMERICAN FEDERATION OF TEACHERS,  
LOCAL 6290  
(TUGSA/AFT)

FEBRUARY 15, 2006 – FEBRUARY 15, 2010

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**ARTICLE 1  
RECOGNITION**

Temple University recognizes the Temple University Graduate Student Association, American Federation of Teachers (TUGSA/AFT) pursuant to the Pennsylvania Labor Relations Board NISI Order of Certification of April 6, 2001 in Case No. PERA-R-99-58-E (described in A. below) and the March 5, 2001 Memorandum of Agreement (unit definition) in Case No. PERA-R-99-58-E (described in B. below), and in accordance with the agreements appendixes as follows: (1) side letter elaborating unit definition in Case No. PERA-R-99-58-E (Appendix A); (2) letters of agreement dated September 14, 2001, and Memorandum of Agreement attached thereto (Appendices B, C, and D); and (3) the Board Resolution recommended and approved by Temple University Board of Trustees (Appendix E).

A. The unit deemed appropriate for the purpose of collective bargaining is a subdivision of the employer unit comprised of all matriculated students enrolled full-time in a graduate degree program of study who, as teaching assistants, training grant holders, graduate assistants or research assistants, regularly, as part of services rendered to the University, perform one or more of the following services and do not receive a direct academic benefit for performing the services:(i) lecture, proctor, grade, instruct a laboratory, tutor or lead recitations (either alone or with a faculty member); or (ii) perform research (library, laboratory, field/survey or clinical) either alone or with a faculty member; and excluding all other teaching assistants, graduate assistants, research assistants, fellowship recipients, training grant holders, management

level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

B. In accordance with the March 5, 2001 Memorandum of Agreement (unit definition) Direct academic benefit shall mean: (a) receipt of academic credit (i.e., semester hour credit grade, or satisfaction of a degree requirement); or (b) the use of research provided pursuant to the assistantship as a component of a master's thesis, master's project or doctoral dissertation, or otherwise for receipt of academic credit.

**ARTICLE 2  
NON-DISCRIMINATION**

Neither Temple nor the Union shall discriminate against or in favor of any employee because of race, color, creed, marital status, sexual orientation, nationality, political belief, political affiliation, sex, age, Vietnam Era and special disabled veterans, HIV status, TUGSA membership or non-membership. Neither party shall discriminate against persons with a disability who, with reasonable accommodation, can perform the essential functions of the job or activity in question.

**ARTICLE 3  
AFFIRMATIVE ACTION**

A. Temple and TUGSA agree to cooperate in the implementation of the Affirmative Action Plan. Representatives from Temple Department of Affirmative Action and Multicultural Affairs and Labor Relations agree to meet with TUGSA to discuss

suggested revisions and/or additions to the current Affirmative Action policy once a semester at the Union's request. Changes or additions in the policy are in the sole discretion of Temple University.

B. Temple agrees to provide TUGSA with a copy of the current Affirmative Action Plan of the University, any appendices to that plan and to provide an updated copy within 30 days of any change being approved by the Board of Trustees.

#### **ARTICLE 4 RIGHTS OF TEMPLE**

A. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University for the entire management, control and conduct of the instructional, administrative and financial affairs of the University pursuant to the Temple University - Commonwealth Act, 24 P.S. §2510-1 et seq.

B. In accordance with the rights established by Act 195, public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion of policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

C. The management, administration and control of Temple's operations, programs, activities, mission and resources, 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, to subcontract all or any portion of its operation and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or to 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 above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by Temple. The parties recognize that none of the management rights enumerated above or any other management rights shall be subjects of bargaining or grievances.

D. The rights of management are limited only as expressly limited by the language of this agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

## **ARTICLE 5 UNION RIGHTS**

A. Temple will provide six (6) bulletin boards, which may be used by the Union for the purpose of posting only Union notices. Such Bulletin boards shall be conspicuously located at places readily accessible to the employees' place of work.

B. Representatives of the Union after receiving permission from the office of Labor Relations shall have reasonable access to Temple premises for the purpose of administering this Agreement.

C. Grievance representatives shall be given reasonable opportunity to investigate grievances and otherwise carry out Union business pertaining to their college or school so long as it does not interfere with any bargaining unit member's work.

D. No TA/RA shall engage in any Union activity or business including the distribution of literature during work time or in working areas.

E. No later than 30 days after the beginning of the fall and spring semester and no later than 30 days after the beginning of Summer Session I and Summer Session II, Temple will provide a written and electronic report of bargaining unit members including the

following information: name, department or program of employment, position title, monthly compensation, termination date of appointment, US citizenship status, race, gender and address. The Union understands that Temple can only provide such demographic information as the individual chooses to report, therefore, information regarding citizenship, race and gender may at times be incomplete.

F. In accordance with and subject to University policy, TUGSA may be entitled to the use of meeting rooms upon application to and approval from the University at the appropriate rate.

G. TUGSA shall have the right to use at no cost the campus mail for distribution of its official communications.

H. Temple shall reproduce and supply TUGSA with copies of the Agreement. The cost of such reproduction shall be borne equally by the parties.

I. Temple will make a reasonable effort to ensure that TUGSA emails to its bargaining unit members will not be automatically erased or directed to "bulk mail" folders by the University's server.

J. The work schedules of employees elected as Officers and Stewards of the Union shall be adjusted as far as practical to permit attendance at meetings, conferences, and conventions as requested by the Union at the sole discretion of the University. The Union shall give reasonable notice to Temple and the names of those to attend.

**ARTICLE 6  
UNION DUES CHECK-OFF**

A. TUGSA will provide a copy of its membership card/dues authorization form to the University, which form will expressly state the rate of union membership dues that are to be deducted by the University on behalf of TUGSA.

B. Upon receipt of a written authorization from any employee Temple shall pursuant to such authorization deduct from the wages due said employee each month and remit to the Union regular dues. Authorizations will be effective for salary payment dates beginning fifteen (15) days after receipt by the Human Resources Office and deductions will continue so long as such authorization remains in effect.

C. Within fifteen days after the close of any payroll period, Temple shall forward to TUGSA (1) the dues deducted in the last payroll period and (2) a list showing the names of the bargaining unit members who authorized such deductions and the amounts deducted. TUGSA and Temple agree to cooperate in resolving any discrepancies in dues deductions.

D. TUGSA shall defend, indemnify and hold harmless Temple and its employees from any and all liability, claims, costs and expenses (including attorney's fees) arising from compliance with this Article or in reliance on any authorization furnished under this Article.

E. Temple shall implement any changes in the certified deduction amount within 30 days.

F. 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.

G. Should a dues-paying member of the union drop out of the bargaining unit due to (but not limited to) incapacitation, or reduction in department funding, and then be re-hired within an academic year, then that employee shall be automatically re-instated as a dues-paying member of the union, with deductions resuming commensurate with the issuing of the employee's first paycheck after the re-hire.

**ARTICLE 7  
FAIR SHARE**

TUGSA shall be authorized to collect a fair share fee from all members of the bargaining unit, calculated in accordance with applicable law, if it obtains and maintains seventy percent (70%) of the bargaining unit as dues-paying members of TUGSA as measured on February 15 of each calendar year. If TUGSA fails to maintain seventy percent (70%) of the bargaining unit as dues-paying members of TUGSA as measured on February 15 of each calendar year, its authorization to collect a fair share fee shall cease.

**ARTICLE 8  
GRIEVANCE PROCEDURE**

A. Temple and TUGSA agree that they will use their best efforts to encourage the informal and prompt

settlement of grievances. In the event a grievance may arise between Temple and TUGSA, involving the interpretation and application of this Agreement, a grievance procedure is described below for the orderly resolution of such grievances. TUGSA shall be notified in advance and shall have the right to be present at meetings specified in all steps. The grievant shall have the right of TUGSA representation, or may be self-represented.

Step 1. Within fifteen (15) days after the grievance occurs or after the grievance should have been known, it shall be presented in writing to the Dean or his/her designee, as approved by the University. The Dean or his/her designee shall discuss and answer the grievance in writing within five days after receiving the presentation, with copies to the Provost and TUGSA.

Step 2. A grievance unresolved in Step 1 may be appealed in writing to the designated University officer within five days of the grievant's receipt of the response or lack thereof in Step 1. A grievance so presented in Step 2 shall be answered by Temple in writing within 20 days after its presentation.

B. Failure on the part of Temple to answer a grievance at any step within the specified time limits shall not be deemed acquiescence thereto and the grievant or TUGSA may proceed to the next step. If the failure to respond occurs at Step 2, the arbitration provisions of this Agreement may be utilized. Failure by the grievant to appeal to the next step within the

specified time limit shall be deemed acceptance of the decision rendered at that step.

C. A grievance on behalf of Temple may be presented initially at Step 2 by notice in writing addressed to TUGSA at its offices.

D. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, legal holidays, and Temple-declared holidays.

E. A grievance which affects a substantial number or class of employees may initially be presented at Step 2 by TUGSA. The grievance shall then be processed in accordance with the grievance procedure.

F. The Dean or his/her designee may conduct an informal review in an effort to resolve complaints promptly before they rise to the level of a grievance. The decisions made in the informal review process shall not be binding on Temple University unless approved by the Dean. This process neither prevents the initiation of a formal written grievance at Step 1 nor does it extend time limits.

## **ARTICLE 9 ARBITRATION PROCEDURE**

A. A grievance which has not been resolved may within twenty (20) working days after completion of the final step of the grievance procedure be referred to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association.

The language used in this Agreement shall be binding upon the Arbitrator. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms or provisions of this Agreement.

B. The decision of the Arbitrator shall be final and binding on Temple, TUGSA, and the TA/RAs involved.

C. The costs of arbitration shall be shared equally by Temple and TUGSA. Such costs shall be limited to the Arbitrator's fee and expenses and the charges of the American Arbitration Association.

D. The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration. In an expedited arbitration hearing, upon request by either party, the American Arbitration Association shall be asked to appoint, within ten (10) business days from such a request, an arbitrator who will then hear the case within four (4) weeks of appointment and render an Award and Opinion four (4) weeks after the close of the hearing.

## **ARTICLE 10 NO STRIKE/NO LOCKOUT**

A. During this Agreement, TUGSA, its officers, agents, and representatives, and members, shall not in any way, directly or indirectly, authorize, assist, or encourage, participate in, condone, 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 interrupt or interfere with the operations of Temple University or any other Temple-affiliated healthcare entity or provider, or any other educational institution or other Temple facility.

B. TUGSA, its officers, agents, and representatives, and members, shall not in any way, directly or indirectly, authorize, assist, or encourage, participate in, condone, or sanction any picketing (as described 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 Temple-affiliated healthcare entity or provider 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.

C. In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as described in Section A), strike, sit-down, sit-in, slow-down, cease or stop or interrupt work, or boycott or otherwise interfere with the operations of Temple University or any other Temple-affiliated healthcare entity or provider or any educational institution during the term of this Agreement occur, TUGSA shall, within twenty-four (24) hours of a request by Temple University, do all of the following:

1. Publicly disavow such action by the employees.
  2. 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 TUGSA.
  3. Notify employees of its disapproval of such an action and order such employees in writing to cease such action and return to work immediately.
  4. Post notices at the TUGSA Bulletin Board advising that it disapproves of such action and instructing employees to return to work immediately.
  5. Failure of TUGSA to take such actions shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, such activity or continued activity as described above.
- D. Temple will not lock out employees during the term of this Agreement.

## **ARTICLE 11 WORKLOAD**

A. A maximum of 20 calculated clock hours of service per week is required of TAs for a full-time appointment. Assignment of work is recognized by the Union as a Management Right in accordance with Article IV. The definition of calculated clock hours will be determined in accordance with the workload guidelines established by Temple. Neither the established workload guidelines, nor the implementa-

tion, application or changes made by Temple, are subject to the grievance and arbitration procedure of this Agreement. In the event Temple amends workload guidelines, a meet and discuss will be held with the Union prior to implementation.

### B. Workload Review

In addition to Section 1,A.4 of the workload guidelines established by Temple, if a TA/RA contends that his/her workload exceeds the maximum provided in his/her assignment, as determined according to the workload guidelines established by Temple, the TA/RA may with a TUGSA representative submit a Workload Review Form to TUGSA and the Director of the Temple Office of Labor and Employee Relations/Asst. V.P. H.R. Operations. The statement in the Workload Review Form must set forth the reasons supporting the claim.

Within 3 (three) weeks, the Director of Labor and Employee Relations/Asst. V.P. H.R. Operations will respond with a decision in writing.

The decision by the Director of the Office of Labor and Employee Relations/Asst. V.P. H.R. Operations shall not be subject to the grievance or arbitration procedures.

As an example, if the Director of the Office of Labor and Employee Relations/Asst. V.P. H.R. Operations concludes that the work performed by the TA/RA exceeds the work required by his/her appointment letter, he/she shall:

1. Pay for any such additional hours already worked on a pro rata basis and reduce the TA/RA's appointment to not exceed the maximum of 20 calculated clock hours per week; or
2. Add assistance for the completion of ongoing additional work; or
3. With the consent of the TA/RA, increase the workload set forth in the appointment letter to include the additional hours of work and increase the TA/RA's wages commensurately. In no event shall such increased workload exceed a maximum of 20 calculated clock hours per week; or
4. Execute another solution agreed upon by the Director of Labor and Employee Relations/Asst. V.P. H.R. Operations, the submitter of the Workload Review Form, and TUGSA.

## **ARTICLE 12 PERFORMANCE EVALUATION**

A. The University may at its discretion establish criteria, methods and procedures for evaluating the performance of TA/RAs. Such evaluations shall be based on the performance of duties and criteria communicated to the TA/RA by the University. The criteria, methods and procedures of the evaluation shall not be subject to the grievance and arbitration procedures in this Agreement.

B. If the University chooses to establish criteria, methods and procedures for evaluating the performance of TA/RAs, the University shall provide notice of such criteria, methods and procedures within the first month of appointment to affected TA/RAs, and upon request, to Union representatives.

C. Such evaluations may be utilized for corrective action and/or for professional development.

D. Evaluations will be discussed with the TA/RA, and a record of such evaluation will be signed by both the University's representative and the TA/RA and placed in the TA/RA's personnel file. This signing shall not be deemed to constitute approval by the TA/RA. The TA/RA is entitled to attach any written comment or refutation the TA/RA deems appropriate to the evaluations and is entitled to a copy of the evaluation. Evaluations shall not be shared outside the University without the written permission of the TA/RA, except as required by law.

## **ARTICLE 13 PERSONNEL RECORDS**

A. Temple shall maintain one official personnel file for each bargaining unit member. The official personnel file shall be maintained in the Human Resources Department. All personnel records in the Temple Human Resources Department shall be kept strictly confidential, accessible only to authorized personnel.

B. The Personnel File may include but shall not be limited to:

1. Personal data similar to that on the University Employee Data Form.
2. Records related to employment status, benefits, and payroll maintained by Temple as needed;
3. Documentation of the existence and availability of information related to the employee's academic and professional accomplishments submitted by the individual and placed in the file with the approval of the Dean or appropriate administrator. Such approval shall not be unreasonably withheld;
4. Records generated by Temple relevant to employment history and personnel decisions affecting the individual's compensation and/or employment status;
5. Memoranda of discussions, if they exist, between the employee and his/her Department Chairperson or supervisor relating to evaluation of the employee's professional performance. Such memoranda shall be signed by both the employee and Chair, acknowledging review only.
6. Observation reports of the employee's professional performance. Such reports shall be signed by both the observer and employee, acknowledging review only;
7. Written material concerning appoint-

ment, reappointment and additional pay.

- C. Materials derogatory toward an individual's professional conduct, service or character shall not be placed in the personnel file without the individual's knowledge.
- D. Materials placed in official files shall be date-stamped, i.e., the date on which it was entered into the file.
- E. All TA/RAs shall have the right, upon request, to review and/or receive a copy of their Personnel file in accordance with University policy.
- F. If a bargaining unit member alleges that some of the contents in his or her personnel file are false, he/she may place a brief statement to that effect in the personnel file.

#### **ARTICLE 14 EDUCATION AND TRAINING**

- A. Temple will provide employment related education and training programs to newly appointed TA/RAs, as Temple deems necessary. Such required education and training programs will be without cost to the TA/RA.
- B. TA/RAs will have access to all relevant professional development programs offered on the same basis as other Temple employees so long as their participation does not interfere with their work obligations.

C. Professional Development - No provision of the contract shall preclude the University from scheduling mandatory professional development training programs prior to the beginning of an academic semester. Temple will then commensurately reduce or eliminate the work obligations required to attend those training programs by equivalent clock hours at other times during the semester, or offset equivalent clock hours currently paid for and not assigned.

#### **ARTICLE 15 HEALTH AND SAFETY**

A. Temple agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of University-recognized professional responsibilities. Such reasonable provisions shall include but not be limited to providing, maintaining and training in the safe and proper use of equipment necessary for the work. Appropriate safety equipment shall be furnished to employees as required.

B. Temple and TUGSA agree to meet and discuss regularly concerning health, safety and security issues.

#### **ARTICLE 16 OFFICE SPACE, SUPPLIES AND EQUIPMENT**

Office space, desk space, laboratory facilities, and access to telephone and computer equipment will be provided to the extent necessary for the performance of duties, subject to availability. All work-related photocopying is permitted with prior departmental approval.

If a TA/RA has instructional responsibilities for a course, textbooks and other instructional material will be provided for that course.

Each TA shall be assigned a voice mail account, whether or not they have a corresponding phone number or phone connection.

Upon request of either party, TUGSA, Labor Relations, the relevant Dean or designee and a University representative responsible for the allocation of space shall meet to discuss available office and/or meeting space for use by TA/RAs in Departments/Programs.

#### **ARTICLE 17 UNPAID LEAVES**

A. A TA/RA will be granted a military leave of absence in accordance with applicable laws and University policy.

B. A TA/RA may request an unpaid personal leave of absence for an extended absence for reasons including, but not limited to illness or injury, immigration hearings, pregnancy, to care for a newborn or adopted child, or to care for an immediate family member or domestic partner designated as such with Human Resources for up to fifteen (15) consecutive calendar days. The University may approve such leave in its sole discretion. The TA/RA will retain health insurance and tuition remission benefits but not wages during such leave. The University will not unreasonably deny such request.

C. Upon written application to the University, a TA/RA may request an unpaid leave of absence in excess of fifteen (15) consecutive days but in no event greater than the remainder of the semester. The University may approve such leave at its sole discretion and will determine whether health insurance benefits will be extended for the approved leave. Wages will not be extended during the approved leave. The University will not unreasonably deny such request.

D. No leave of absence will be granted for a TA/RA to engage in other employment.

## **ARTICLE 18 PAID LEAVE**

### Section 1 – Funeral Leave:

A TA/RA will be granted up to three (3) consecutive calendar days to attend the funeral of his/her spouse, father, mother, child, grandparent, sister or brother without loss of pay or benefits. One of the days must be the funeral day. A TA/RA must notify his/her supervisor prior to taking such leave. The University reserves the right to demand proof of any death and relationship for which leave is taken.

### Section 2 – Jury Duty Leave:

A TA/RA who is absent from assigned duty because of selection for jury duty shall be entitled to his/her regular pay and benefits for the period of time he/she is required to serve, less the compensation for jury duty. A TA/RA called to jury duty shall notify

his/her supervisor as soon as possible before the absence for jury duty and shall be required to present a statement issued and signed by the clerk of the court stating the dates the TA/RA was on jury duty and the amount of compensation paid.

### Section 3 – Sick Leave

A. Sick leave is defined as an absence of an employee by reason of personal illness or injury that is non-work connected or is not compensated under the Workers' Compensation Law of the Commonwealth of Pennsylvania.

B. A TA/RA who is unable to meet employment obligations because of such personal illness or injury must notify his/her supervisor and comply with University policy to ensure proper class coverage. In addition, the TA/RA shall cooperate with Temple in making every effort to assist in arrangements for another qualified person to meet the TA/RA's employment obligations. Temple may require written certification by a physician or other proof of illness or injury hereunder. TA/RA's who have been on sick leave also may be required to be examined by the Temple employee health service physician or his/her designee before being permitted to return.

C. There shall be no reduction of pay for up to three (3) scheduled work days per semester for which the TA/RA reports as being too sick to work. Thereafter, for a full-time appointment, fifty-six dollars (\$56.00) will be deducted from his/her pay for each day of absence. Sick leave days not used will expire at the end of the semester. For fractional appointments the

reduction of pay will be pro-rata.

D. For an extended absence due to illness or injury of five (5) consecutive working days the University may, at its sole discretion, terminate the TA/RA appointment.

## **ARTICLE 19 HEALTH INSURANCE BENEFITS**

A. Unless otherwise specified in this agreement, upon enrollment, all TA/RAs covered by this agreement shall become eligible for a monthly subsidy to be used toward payment of the premium for the student Health Care plan of their choice, regardless of premium increase. These plans are currently Blue Cross/Blue Shield CompSelect and Keystone Point of Service for PA and NJ.

B. Temple University shall maintain its right to change any of the above-mentioned carriers at its sole discretion. Prior to making any change, Temple University will meet and discuss with TUGSA. In the event that Temple determines to change its above-mentioned carriers during the course of a TA/RA's appointment, a substantially equivalent level of benefits will be maintained during the remainder of that appointment.

C. Bargaining Unit members are entitled to a monthly subsidy equal to monthly premium for single coverage in the Keystone Point of Service plan, regardless of premium increase, for each month during which work is performed on a full time basis. This subsidy may be used only toward purchase of Temple University health care plans available to this bargaining

unit. No TA/RA shall be compensated for subsidy amounts not used toward health care premiums.

D. If a TA/RA has a full appointment for either (a) the Fall and Spring semester of an academic year or (b) the Fall, Spring and either Summer session of an academic year, he/she shall receive the subsidy amount for 12 months.

E. The monthly healthcare subsidy provided for the above shall be prorated for fractional appointments, i.e., 25%, 50% or 75%.

F. When the coverage elected terminates, TA/RAs will be eligible to pay the premium for continued coverage as provided under the Consolidated Omnibus Budget Reconciliation Act, 1985, as amended (COBRA).

## **ARTICLE 20 WAGES**

### Section 1 – General

A. Teaching Assistants and Research Assistants will be grouped by disciplines (Appendix F) as follows:

Sciences  
Education, Business, Social Sciences and Health  
Arts, Humanities and Others

B. For each year of the contract up to the contract's end date, TAs and RAs will receive a 2% increase in minimum base salary. In addition, each TA and RA will

receive a bonus equal to 1% of the newly calculated base salary, to be paid as a one-time lump sum in the October and February paycheck of each semester. Wages for fractional appointments will be set proportionately based on calculated clock hours. In the event an assignment is changed during the semester, the average clock hours and the compensation will be recalculated on a pro rata basis in accordance to the provisions of the workload guidelines established by Temple.

C. Effective for the academic year 2006-2007: The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of twenty (20) calculated hours per week. The pay for teaching one class in each summer session is equivalent to a full semester's pay.

Discipline	Minimum Base Salary	Bonus (+1%)
Sciences	\$14,826	\$148
Education, Business, Social Sciences and Health	\$14,272	\$143
Arts and Humanities	\$13,720	\$137

D. Effective for the academic year 2007-2008: The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of twenty (20) calculated hours per week. The pay for teaching one class in each summer session is equivalent to a full semester's pay.

Discipline	Minimum Base Salary (+2% of previous year's base)	Bonus (+1%)
Sciences	\$15,122	\$151
Education, Business, Social Sciences and Health	\$14,557	\$146
Arts and Humanities	\$13,994	\$140

E. Effective for the academic year 2008-2009: The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of twenty (20) calculated hours per week. The pay for teaching one class in each summer session is equivalent to a full semester's pay.

Discipline	Minimum Base Salary (+2% of previous year's base)	Bonus (+1%)
Sciences	\$15,424	\$154
Education, Business, Social Sciences and Health	\$14,848	\$148
Arts and Humanities	\$14,274	\$143

F. Effective for the academic year 2009-2010. The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of twenty (20) calculated hours per week. The pay for teaching one class in each summer session is equivalent to a full semester's pay.

Discipline	Minimum Base Salary (+2% of previous year's base)	Bonus (+1%)
Sciences	\$15,732	\$157
Education, Business, Social Sciences and Arts and Humanities	\$15,145	\$151
	\$14,559	\$146

G. The University may in its sole discretion pay TAs/RAs more than the minima established in this Article for any reason whatsoever (such as, but not limited to, merit for individual performance, market factors, competitive salary offers by others) or in any form (such as, but not limited to, a bonus payment or an adjustment to the base).

H. TA/RAs that receive appointments for an academic term may elect to have their pay distributed over each month of the term or over the 12 months that begin with the terms' first month.

## **ARTICLE 21 TUITION**

TA/RAs covered by this Agreement shall be entitled to tuition as follows:

- A. Temple will provide one hundred percent 100% tuition remission for a full-time appointment in accordance with the workload guidelines established by Temple.
- B. Temple will provide pro rata tuition remission for fractional appointments as defined by the workload guidelines established by Temple.

## **ARTICLE 22 CHILD CARE**

The parties shall establish a Joint Committee to explore and recommend establishment of enhanced child care policies.

## **ARTICLE 23 BOOKSTORE DISCOUNT**

Bargaining Unit members shall be entitled to a 10% discount at University bookstores in accordance with University policy.

## **ARTICLE 24 NEW TECHNOLOGY**

- A. Temple will provide written notice to TUGSA of any new technology such as an online health insurance

enrollment system which TA/RAs must use to access benefits 15 days prior to implementation.

B. Temple will provide TA/RAs with training on any new technology TA/RAs are required to use as a part of their employment. TA/RAs shall be compensated for such training in accordance with Article 14, Education and Training.

### **ARTICLE 25 EMPLOYEE ASSISTANCE PROGRAM**

The TUGSA bargaining unit is eligible for participation in the Temple Employee Assistance Program.

### **ARTICLE 26 OTHER EMPLOYMENT**

With the recognition that the TA/RA's primary responsibilities are to Temple University and employment is secondary to academic endeavors any other employment (within or outside of Temple) will be permissible only if it does not interfere with assigned duties or responsibilities and is in accordance with other Temple policies.

Step. 1 The request form must be signed by the TA/RA's advisor. If the TA/RA advisor does not respond to such request within three (3) working days, the TA/RA may proceed to the next step of approval, the Department Chair.

Step. 2 The request form must be signed by the TA/RA's Department Chair. If the Department Chair does not respond to such a request within three (3) working days, the TA/RA may proceed to the next step for approval, the Dean.

Step. 3 The request form must be signed by the A/RA's Dean. If the Dean does not respond within three (3) working days, the TA/RA may present the request to the Designated University Officer for final approval.

The designated University officer will approve or deny any such request within three (3) working days of the propose start date provided the request at this step is made at least fifteen (15) working days prior to the proposed start date. In all cases, the request will be handled as expeditiously as possible. If there is no response within ten (10) days of the filing of the request with the designated University officer, the other employment will be deemed to be approved for the current semester only. Temple will provide TUGSA with written notification of the name and tide of the designated University officer within fifteen 15 working days of the start of the semester. Any decision by the University regarding other employment is not subject to the grievance and arbitration procedure.

**ARTICLE 27**  
**SAVINGS CLAUSE**

This Agreement is subject to all applicable laws now or hereinafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or 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 28**  
**ENTIRE AGREEMENT AND WAIVER**

Temple and TUGSA acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject or matter permitted by law, and that this Agreement and Appendices set forth the entire agreement of the parties. Accordingly, except as specifically set forth in the Article entitled Duration of Agreement, Temple and TUGSA each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively during the life of this Agreement with respect to any subject or matter whatsoever, whether or not within the contemplation of the parties, and whether or not referred to in this Agreement and Appendices.

**ARTICLE 29**  
**DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification and approval by Temple's Board of Trustees, and shall continue in full force and effect up to and including February 15, 2010. It shall automatically be renewed from year to year thereafter unless and until either party hereto shall give to the other party written notice in accordance with the applicable law, but in no event shall such written notice occur less than ninety (90) days prior to the termination of the Agreement. Such written notice shall be given by certified mail, return receipt requested to the University Labor Relations Office, Room 408, University Services Building, 1601 North Broad Street, Philadelphia, Pennsylvania 19122, and TUGSA/AFT, 1510 Cecil B. Moore Ave., Suite 304, Philadelphia, Pennsylvania 19121.

IN WITNESS WHEREOF, the parties hereto set their hands:

TEMPLE UNIVESITY GRADUATE STUDENTS' ASSOCIATION/ AMERICAN FEDERATION OF TEACHERS LOCAL 6290 (TUGSA/AFT)

/s/ April Logan  
Executive Director  
Chief Negotiator

/s/ Mel Driban  
National Representative,  
AFT

/s/ Andrew Dixon  
Co-President

/s/ Wendy Runkle  
Co-President

/s/ Rebecca Hains  
Co-President

/s/ Melissa Lenos  
Grievance and Workload Chair

/s/ Jennifer Murphy  
Community & Political Organizer

/s/ Scott Deacle  
Member, Economics Dept.

TEMPLE UNIVESITY – OF COMMONWEALTH SYSTEM OF HIGHER EDUCATION

/s/ Sharon Boyle  
Asst. Vice President  
Human Resources  
Labor & Employee Relations  
Chief Negotiator

/s/ Monica Washington, Esq.  
Manager  
Labor and Employee Relations

/s/ William Wilkinson  
Executive Director of Finance  
and Administration

/s/ Aquiles Iglesias, Ph.D.  
Dean of the Graduate School

/s/ Ralph Jenkins  
Sr. Associate Dean, CST

**APPENDIX A  
Side Letter  
PLRB Case No. PERA-R-99-58-E**

Representatives of Temple University and the Temple University Graduate Students= Association (ATUGSA@), American Federation of Teachers, AFL-CIO, hereby enter into this side letter further elaborating on the TUGSA unit definition.

1. It is agreed by the parties that in defining which teaching assistants, training grant holders, graduate assistants or research assistants are in the bargaining unit, the parties will review the services to be rendered to the University. Where an individual spends 50% or more of his/her time engaging in any of the activities described in the TUGSA unit definition, that individual will be included in the bargaining unit. For example, in the School of Education, some graduate assistants are assigned 10 hours a week of teaching duties and 10 hours a week of administrative/clerical duties. This individual would be included in the bargaining unit because 50% of his/her duties are within the definition of bargaining unit work. As another example, if a graduate assistant is assigned teaching duties one third of his/her time and administrative/clerical duties two thirds of his/her time, the individual would be excluded from the bargaining unit because less than 50% of his/her duties are within the definition of bargaining unit work.

2. In cases in which the graduate assistant=s teaching duties consist solely of proctoring and/or grading, in order to be included in the unit the graduate assistant must also participate in the course in some fashion, i.e., required regularly to attend lectures or required regularly to assist in the preparation of lectures, labs or recitations.

3. In order to avoid a situation where a graduate assistant in the bargaining unit would use research generated pursuant to the assistantship as a component of a master=s thesis, master=s project, or doctoral dissertation, or otherwise attempt to use the research for receipt of academic credit, any graduate assistant who is appointed to perform research services (library, laboratory, field/survey or clinical) will be asked upon initial appointment to declare whether or not he/she intends to receive a Adirect academic benefit,@(as described in the TUGSA unit definition) from performing the services described above. The graduate assistant will be advised that if he/she declares an intent to receive a Adirect academic benefit,@ then he/she will be excluded from the bargaining unit. The graduate assistant will also be advised that if he/she declares that he/she does not intend to receive a Adirect academic benefit,@ a subsequent attempt to receive a Adirect academic

benefit@ will be disallowed by the University. The University also may require a graduate assistant in the bargaining unit, at the time he/she submits any materials for Academic credit@ (as defined in the TUGSA unit definition), to affirm that he/she has not used any research undertaken pursuant to the assistantship in those materials. Finally, a procedure will be established by the University to allow a graduate assistant in the bargaining unit who subsequently decides to alter his/her academic plan such that he/she may wish to use research generated pursuant to the assistantship for Direct academic benefit@ to obtain the University=s authorization to do so. The procedure would provide that the appeal must be made to the President of the University or his/her designee within a reasonable period of time and before the graduate assistant attempts to use the research for Direct academic benefit.@ TUGSA agrees that the decision of the President or his designee will be final, non-appealable and not subject to any grievance process that may be agreed to by the parties.

4. The parties agree that research (library, laboratory, field/survey or clinical) shall include data collection and/or analysis.

5. The parties agree that, if the graduate student=s services meet the TUGSA unit definition, then a working title other than teaching assistant, training grant holder, graduate assistant or research assistant shall not be used to exclude the student from the bargaining unit. In this regard, the University reserves the right to assign working titles pertinent to respective disciplines. For example, the titles Teaching assistant@ and Apprentice@ in the Schools of Art and Music shall not serve to remove a graduate student from the bargaining unit, so long as the services that student performs satisfy the TUGSA unit definition.

## APPENDIX B

September 14, 2001

Dr. Arthur Hochner  
TUGSA/AFT  
1501 North Broad Street  
1st Floor, Side Office  
Philadelphia, PA 19122

RE: Memorandum of Agreement - TUGSA/AFT

Dear Dr. Hochner:

We have met with TUGSA representatives, without prejudice to our position, in an attempt to ensure that all academic matters would be excluded from any collective bargaining process.

Attached is a Memorandum of Agreement reached with the understanding and agreement that nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University for the entire management, control and conduct of the instructional, administrative and financial affairs of the University pursuant to the Temple University - Commonwealth Act, 24 P.S. '2510-1 et seq.

This Agreement requires the approval of the Board of Trustees. Upon execution of this Agreement, I will take the necessary steps to place this on the Board Agenda as soon as possible for the Board to reconsider its position.

In the event the Board of Trustees decides to drop the appeal to the Final Order of Certification in Case No. PERA-R-99-58-E, Temple and TUGSA/AFT will commence in good faith bargaining.

Sincerely,

/s/ Robert B. Birnbrauer  
Vice President, Human Resources/Chief Negotiator

RBB:skm  
Attachment

Agreed: /s/Arthur Hochner

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT**

This Agreement is entered into by and between Temple University – Of The Commonwealth System of Higher Education (hereinafter referred to as ATemple@), and the Temple University Graduate Students Association, an affiliate of the American Federation of Teachers (hereinafter referred to as ATUGSA/AFT@).

TUGSA/AFT understands and agrees that academic matters are outside the scope of collective bargaining, and shall not be raised as matters on which the University must bargain, negotiate, or meet and discuss with the Union.

The following are illustrative of the types of such matters, but are not intended to be all-inclusive. Such matters include: (1) all conditions and requirements for the admission of students to graduate programs; (2) all matters that pertain to the amount of any tuition, fees, awards, or student benefits (provided they are not terms and conditions of employment); (3) all matters that pertain to the merits, necessity, or organizational structure of any academic unit, department, program, or course established by the University; (4) all decisions relating to student financial aid; (5) all decisions relating to the granting of assistantships, including the number of assistantships to be awarded, initial appointments and any subsequent appointments to assistantships; (6) all decisions on a student=s academic standing or progress (including removal for academic reasons); (7) all matters that pertain to degree and certificate requirements; (8) all matters pertaining to the content, teaching methods and supervision of courses, curricula and research programs; (9) all determinations of class size.

To demonstrate the Union=s commitment to ensure that academic matters are excluded from the scope of bargaining, TUGSA/AFT provided an alphabetical list illustrative of the topics TUGSA/AFT expected to address in future contract negotiations: (1) benefits (e.g. health insurance, tuition remission, etc.); (2) employee performance evaluations; (3) grievance procedures; (4) hours and workload; (5) job training; (6) management rights; (7) nondiscrimination and affirmative action; (8) occupational health and safety; (9) personnel files; (10) procedures for termination and discipline; (11) appointment notification; (12) union recognition, rights, and security; and (13) wages.

In consideration for the above, Temple University, after approval by its Board of Trustees, agrees to: (1) drop the appeal to the Final Order of Certification in Case No. PERA-R-99-58-E; and (2) will recognize TUGSA/ AFT as the exclusive representative for the members of the bargaining unit as defined in the Final Order of Certification; and neither party will seek to amend or modify the Unit Definition.

For TUGSA/AFT:

For Temple:

/s/ Arthur Hochner

/s/ Robert B. Birnbrauer

**APPENDIX D**

September 14, 2001

Dr. Arthur Hochner  
TUGSA/AFT  
1501 North Broad Street  
1st Floor, Side Office  
Philadelphia, PA 19122

RE: TUGSA/AFT

Dear Dr. Hochner:

During our discussions with TUGSA/AFT, concern was expressed by the Union that Temple could modify any graduate programs degree requirements having the effect of reducing the size of the bargaining unit. It is clear that TUGSA/AFT acknowledges that all matters that pertain to degree and certificate requirements are not subject to collective bargaining and it is difficult to alleviate those concerns. Please be advised, however, that Temple has no intent of changing degree requirements for the purpose of changing the size of the bargaining unit and Temple agrees to meet and discuss no less than thirty (30) days in advance of such change with the Union. In the spirit of good faith, future changes to graduate programs= degree requirements shall not serve as the basis for excluding any individual who was on the final list of March 14, 2001.

Sincerely,

/s/ Robert B. Birnbrauer  
Vice President, Human Resources/Chief Negotiator

RBB:skm

Agreed: /s/Arthur Hochner

**APPENDIX E  
BOARD RESOLUTION**

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

**RESOLUTION**

**Executive Committee  
Wednesday, September 26, 2001**

**1a. Temple University Graduate Students Association**

On motion duly made and seconded, the Executive Committee, acting on behalf of the Board of Trustees, approved the recommendation of the Employee Relations Committee and (a) ratified the Memorandum of Agreement with the Temple University Graduate Students Association (ATUGSA@) dated September 14, 2001, excluding academic matters from the scope of collective bargaining, (b) recognized TUGSA as the collective bargaining unit representative of certain teaching and research assistants as defined in the Nisi Order of Certification of the Pennsylvania Labor Relations Board (APLRB@) dated April 6, 2001, 8 authorized University Counsel to withdraw the Notice of Appeal from the decision of the PLRB that the University filed in the Court of Common Pleas of Philadelphia County on September 13, 2001, and (d) authorized the officers to commence negotiations on a collective bargaining agreement with TUGSA, with the understanding that any negotiated agreement is subject to approval by the Board of Trustees or its Executive Committee.

I hereby certify that the above resolution is a true and correct copy of the resolution adopted by the Executive Committee of Temple University - Of the Commonwealth System of Higher Education at their meeting held on September 26, 2001.

/s/ George E. Moore  
\_\_\_\_\_  
George E. Moore, Secretary

**APPENDIX F**  
**Sciences**

<b>Degree Program</b>	<b>Degree</b>
Anatomy and Cell Biology	PHD
Biochemistry	MS,PHD
Biology	MA,PHD
Cell Biology	MS
Chemistry	MA,PHD
Civil Engineering	MSE
Clinical Psychology	PHD
Cognitive Psychology	PHD
Computer and Information Sciences	MS,PHD
Developmental Psychology	PHD
Electrical Engineering	MSE
Engineering	PHD
Experimental Psychology	PHD
Geology	MA
Mathematics	MA,PHD
Mechanical Engineering	MSE
Medicinal and Pharmaceutical Chemistry	MS,PHD
Microbiology and Immunology	MS,PHD
Molecular Biology and Genetics	PHD
Oral Biology	MS
Pathology	PHD
Pharmaceutics	MS,PHD
Pharmacology (Medicine)	PHD
Physics	MA,PHD
Physiology	MS,PHD
Quality Assurance and Regulatory Affairs	MS
Social and Organizational Psychology	PHD

**APPENDIX F**  
**Education, Business, Social Sciences, Health**

<b>Degree Program</b>	<b>Degree</b>
Environmental Health	MS
Accounting	MBA
Accounting and Financial Management	MS
Actuarial Science	MS
Adult and Organizational Development	EDM
African American Studies	MA,PHD
Anthropology	MA,PHD
Anthropology/ Urban Studies	PHD
Applied Communications	MA
Broadcast Telecommunications Mass Media	MA
Business Administration - Undeclared	MBA
Business Administration (Gen. Prog.)	MBA
Business Administration/ Marketing	MS
Business Administration/Accounting	PHD
Business Administration/Finance	PHD
Business Administration/General and Strategic Management	PHD
Business Administration/Human Resource Administration	PHD
Business Administration/International Business Administration	PHD
Business Administration/Management Information Systems	PHD
Business Administration/Risk, Insurance, and Healthcare	PHD
Business Administration/Tourism	PHD
Career and Technical Education	MSinED
Certification Program (Instructional)	EDM
Communication Sciences	PHD
Community and Regional Planning	MS
Community Health Education	MPH

**APPENDIX F**

**Education, Business, Social Sciences, Health**

<b>Degree Program</b>	<b>Degree</b>
Counseling Psychology	EDM
Counseling Psychology	PHD
Criminal Justice	MA,PHD
Curriculum Instruction and Technology in Education	MS
Curriculum Instruction Technology in Education/ Mathematics and Science Education	EDD
Curriculum Instruction Technology in Education/ Language Education	EDD
Early Childhood Education	MSinED
E-Business	MBA,MS
Economics	MA,MBA,PHD
Economics/ Urban Studies	PHD
Ed Psych/Instructional Learning Technologies	EDM
Educational Administration	EDD,EDM
Educational Psychology	EDM.PHD
Elementary Education	MSinED
Executive Program	MBA
Finance	MBA,MS
General and Strategic Management	MBA
Geography	MA
Health Studies	PHD
Healthcare Financial Management	MS
Healthcare Management	MBA
Healthcare Management/ Healthcare Financial Management	MBA/MS
History	MA,PHD
Human Resource Administration	MBA,MS
Inclusive School Practices	MSinED
International Business Administration	MBA
International Business Administration – Tri Continent	MBA

**APPENDIX F**

**Education, Business, Social Sciences, Health**

<b>Degree Program</b>	<b>Degree</b>
Journalism	MJ
Kinesiology	EDM,PHD
Liberal Arts	MLA
Linguistics	MA
Management Information Systems	MBA,MS
Management Science/Operations Management	MBA,MS
Mass Media and Communication	PHD
Nursing	MSN
Occupational Therapy	MOT,MS
Physical Therapy	DPT
Physical Therapy	PHD
Political Science	MA,PHD
Political Science/ Urban Studies	PHD
Professional Accounting	MS
Public Health (Dual Degree)	DO- MPH,DPM- MPH, MD- MPH,MSW- MPH
Risk Management and Insurance	MBA
School Health Education	EDM
School Psychology	EDM,PHD
School Psychology	PHD
Social Work	MSW
Sociology	MA,PHD
Sociology/ Urban Studies	PHD
Speech Language Hearing	MA
Sport and Recreation Administration	EDM
Statistics	MS,PHD
Teach a Second-Foreign Language	MSinED
Therapeutic Recreation	EDM
Tourism and Hospitality Management	MTHM
Urban Education	EDM,PHD
Urban Studies	MA

**Appendix F  
Arts and Humanities**

<b>Degree Program</b>	<b>Degree</b>
Art Education	EDM
Art History	MA, PHD
Bassoon	DMA,MM
Cello	DMA,MM
Ceramics and Glass	MFA
Choral Conducting	MM
Clarinet	DMA,MM
Creative Writing	MA
Dance	EDM,MFA,PHD
Double bass	MM
English	MA,PHD
Fibers and Fabric Design	MFA
Film and Media Arts	MFA
Flute	MFA,MM
French Horn	DMA,MM
Graphic Design	MFA
Guitar	MM
Harp	DMA,MM
Harp	MM
Metalsmithing and Jewelry	MFA
Music Composition	DMA,MM
Music Education	MM,PHD
Music History	MM
Music Theory	MM
Oboe	DMA,MM
Opera	MM
Painting	MFA
Percussion	DMA,MM
Philosophy	MA,PHD
Photograph	MFA
Piano	DMA,MM

**Appendix F  
Arts and Humanities**

<b>Degree Program</b>	<b>Degree</b>
Piano Accompanying - Chamber Music	MM
Piano Accompanying - Opera Coaching	MM
Piano Pedagogy	MM
Printmaking	MFA
Religion	MA,PHD
Saxophone	MM
Sculpture	MFA
Spanish	DMA,MM
String Pedagogy	MM
Theater/Acting	MFA
Theater/Scene Design	MFA
Trombone	DMA,MM
Trumpet	DMA,MM
Tuba	DMA,MM
Viola	DMA,MM
Violin	DMA,MM
Voice	DMA,MM
Music Therapy, PHD	MMT,PHD

**SIDE LETTER**  
**DEPARTMENT/PROGRAM FILES**

A. No later than sixty (60) days after the ratification of this agreement Temple University agrees to meet with TUGSA to discuss issues regarding TA/RA department and program files.

B. Taking into consideration the concerns of TUGSA, the University shall develop a policy regarding the maintenance of and access to department and program files as soon as possible, but no later than the expiration of the contract.