

The following is a summary of the agreement reached between Temple University and AFSCME Local 1723. The contract will be effective through October 31, 2013,

WAGES:

1. Wage Increases:

- Effective 7/1/2009 – **3% Base Increase** for All Employees
**This increase including retroactivity will be included in employees' November paychecks*
- Effective 11/1/2010 – **2% Base Increase** for All Employees plus **1% Merit Pool** to be distributed in accordance with the guidelines in (2)below
- Effective 11/1/2011 – **2% Base Increase** for All Employees plus **1% Merit Pool** to be distributed in accordance with the guidelines in (2)below
- Effective 11/1/2012 – **2% Base Increase** for All Employees plus **1% Merit Pool** to be distributed in accordance with the guidelines in (2)below

2. Merit for All Bargaining Unit Members:

1% pool for 2010, 1% pool for 2011 and 1% pool for 2012. Merit will be distributed as a percentage of salary. All bargaining unit members employed prior to January 1 of the prior year shall be eligible for consideration for merit. Merit shall be given for recognition of exceptional performance. Specifically merit shall be given principally for outstanding effectiveness of performance and service to Temple University.

1. Nominations for merit may be made by the employee themselves, department heads, Deans, or Directors.

a) Uniform written guidelines governing the process of nomination and criteria for recommending bargaining unit members for merit shall be provided by Temple to all bargaining unit members and their supervisors each year.

b) The Dean, Director and/or other department head shall consult with the immediate supervisor about the nomination of persons for merit salary increases. In consultation with the supervisors, the Dean, Director and/or other department head shall prepare a list of his/her recommendations for merit, the reasons for which they are recommended, and the amount of merit recommended as a percentage of salary.

2. The list of bargaining unit members proposed for merit and the amount of merit recommended shall be forwarded to the designated University officer for review and final decision. Bargaining unit members who have been awarded merit shall be informed of the amount of merit and the reasons for which merit is being awarded by the designated University officer no later than October 1st. AFSCME shall be provided a list

of bargaining unit members receiving merit no later than Oct 1st. Decisions on merit pay by the designated university officer shall not be subject to grievance or arbitration.

3. **Excels Bonuses:**

On July 1, 2010, 2011 and 2012 all AFSCME bargaining unit members will be eligible for the Excels Bonus Program for individuals or teams in accordance with the Excels Bonus Program guidelines. Excel bonuses will not be applied to base.

4. **Shift Differential:**

Effective 11/1/2010, shift differential will increase to \$1.00/per hour in accordance with the current contract terms for shift differential.

5. **Uniform Allowance:**

Uniform allowance will be increased to \$200

HEALTH AND PRESCRIPTION BENEFITS:

1. **Employee Contribution for Health and Prescription Family Coverage: (Currently 13.75% of Premium)**

11/1/2007 - no increase
11/1/2008 – no increase
11/1/2009 – increase to 15%
11/1/2010 – increase to 16%
11/1/2011 – increase to 17%
11/1/2012- increase to 18%

2. **Prescription Drug Coverage:**

A. Full-time employees, their legally dependent spouses and children and certified domestic partners participating in either Temple University Health Insurance Plan shall be enrolled in the Temple Prescription Drug Program the first day of the month next after their date of hire. Booklets explaining the Prescription Drug Program will be issued to employees. The deductible for generic prescription drugs shall be \$5.00 and the deductible for name brand prescription drugs shall be \$10.00.

B. Effective July 1, 2010, Employee Co-pays will be as follows for qualified prescription drugs at participating pharmacies:

Generic Drugs	10% of cost
Preferred Brands	20% of cost

Brand-named Drugs 30% of cost

OTHER BENEFITS:

1. Vacation:

Section 1. Effective 7/1/2010, full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

A. New Employees: Salary Grade Levels T21-T25:

During the probationary period, including any extensions, employees will accrue vacation at the rate of one day per month to a maximum of 10 days per year. At the completion of the probationary period, employees will accrue vacation for the remainder of the fiscal year at the rate of 1.5 days per month. Employees may begin using accrued vacation time following the successful completion of the probationary period.

B. New Employees: Salary Grade T26

During the probationary period, including any extensions, employees will accrue vacation at the rate of two days per month to a maximum of 20 days per year. Employees may begin using accrued vacation time following the successful completion of the probationary period.

C. Existing Employees: Salary Grade Levels T21-T25:

At the beginning of the first full fiscal year of service, employees are eligible to accrue 15 days of vacation per year. At the beginning of the 12th full fiscal year of service, employees are eligible to accrue twenty days of vacation per year.

D. Existing Employees: Salary Grade Levels T26 and above:

Employees are eligible to accrue an annual vacation benefit of 20 days per year.

E. Vacation time is accrued monthly and will be credited to employees on the final day of each month. Employees who have successfully completed their probationary period will have vacation time advanced effective July 1st of each fiscal year with the understanding that if employment terminates prior to June 30th of the fiscal year, an employee's allocation of vacation time will be determined on a prorated basis according to the active service they have completed during that year. If, at the time of termination of employment, whether voluntary or involuntary, an employee has used vacation time in excess of time earned, that time will be deducted from his/her final pay. Unused vacation time will not carry over into the next fiscal year. Likewise, vacation pay in lieu of time off will not be permitted.

Section 2.

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

Section 3.

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

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

Section 4.

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

Section 5.

No part of an employee's scheduled vacation may be charged to sick leave.

Vacations shall be taken each year and may not be accumulated. Employees will not be compensated for vacation time not taken.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

Transition to New Vacation Accrual:

- A. Current employees will receive credit for all vacation time accrued from the previous fiscal year (July 2009 – June 2010). This time will be “banked” and the employee may:
 - 1. Between July 1, 2010 and June 30, 2013, employees may use this “banked” time in addition to his/her regular vacation until the banked time has been used. This time must be requested and approved by a supervisor in advance in accordance with departmental rules for vacation usage and Section 3 above. Any unused banked vacation time will be lost after June 30, 2013.
 - 2. On October 1st and March 1st of each year until June 30, 2013, employees may request to be paid for any or all banked vacation time. This payment will be subject to Federal Supplemental withholding rates.
- B. Effective July 1, 2010, current employees will be advanced a 1 year entitlement based on years of service and salary grade in accordance with Section 1(C), (D) and (E) above. This time must be used in the 2010/2011 fiscal year.

2. Seniority, Vacation and Sick Eligibility for Returning Employees:

Effective upon ratification, an employee who is rehired by Temple University will receive past service credit only for purposes of vacation eligibility and seniority in the following circumstances:

- He or she previously worked for Temple within the last 10 years
- He or she left Temple University for reasons that were other than disciplinary

An employee meeting the above criteria who returns to Temple University in an AFSCME position within 1 year will be credited upon his/her return with 100% of sick time accrued at the time of termination.

3. Tuition Remission:

All full-time bargaining unit members, legally dependent children, spouses and certified domestic partners will be entitled to tuition remission in accordance with University Policy in effect at the time of this agreement.

**This revision extends the current benefit to eligible legal dependents of all bargaining unit employees and certified domestic partners and spouses of T26 bargaining unit employees. In addition, eligible dependents may attend in part-time capacity or may attend summer sessions if full-time students elsewhere.*

4. Funeral Leave:

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

** This revision extends the funeral leave for employees in the event of the death of certified domestic partners, dependent step children and/or grandchildren*

5. Severance:

Bargaining unit employees terminated involuntarily due to job elimination or reduction in workforce will be entitled to severance in accordance with University Policy in effect at the time of this agreement.

**This revision changes severance entitlement for employees in the above circumstances to severance based on years of service up to 21 weeks of pay in accordance with the current severance policy for non-bargaining employees.*

MISCELLANEOUS:

1. Bargaining unit employees will no longer be required to turn over pay received for jury duty in order to receive regular pay for time away from work for this purpose.
2. Bargaining unit employees may authorize the university to make payroll deductions to be contributed to AFSCME's "People's Committee". Authorization cards for this purpose may be obtained from the Union.