



TEMPLE
University

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

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

AND

**LOCAL 835, INTERNATIONAL
UNION OF OPERATING
ENGINEERS,
AFL-CIO**

HEALTH SCIENCES CENTER

AUGUST 10, 2000 – JUNE 30, 2008

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AGREEMENT made and entered into this 10th day of August, 2000 by and between TEMPLE UNIVERSITY-OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (hereinafter referred to as "Temple"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 835-835A, AFL-CIO (hereinafter referred to as the "Union"),

WITNESSETH:

WHEREAS, Temple recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of Temple as well as of its employees, and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
UNION RECOGNITION AND
RESPONSIBILITY OF PARTIES**

Section 1.01

A. Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-242-E.

B. Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence. Temple, with the consent of the Union, may extend the probationary period of any employee. The termination or suspension of any probationary employee by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 1.02

Stewards shall not be penalized for required attendance at grievances during normal working hours.

Section 1.03

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 hospital, medical center, nursing home, or any other educational institution or other Temple facility.

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 Hospital, medical center, nursing home 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 hospital, medical center, nursing home, or any educational institution during the term of this Agreement occur, the Union,

within twenty-four (24) hours of a request by Temple University, shall:

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.

Section 1.04

Neither Temple nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religious belief, sex, age, handicap, union membership or non-membership therein. Temple and the Union will cooperate in the effectuation of Temple's Affirmative Action Program.

ARTICLE II MANAGEMENT RIGHTS

Section 2.01

The management of Temple's operation and the direction of the working force, including the right to plan, direct and control all duties and functions performed by members of the Union, the right to hire, discipline or discharge an employee for just cause, to assign, transfer, promote or relieve employees from duty because of lack of work, the right to establish, revise and maintain and enforce

reasonable work rules, schedules and standards, to introduce and utilize technology and improve work 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 by the language of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

Section 3.01

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 Shop Steward shall discuss it with his immediate supervisor within seventy-two (72) hours after it arose or should have been known to the employee. Temple shall give its response through the supervisor to the employee and his Shop Steward within five (5) working days after the presentation of the grievance.
- Step 2. In the event the grievance is not resolved under Step 1, the Union shall within 48 hours thereafter, reduce the grievance to writing (which shall have been assigned a number by the Department of Personnel Services at the Union's request) and present it to the Director of Facilities Management (or his designated representative) who shall attempt to adjust the matter within 48 hours.
- Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer to Step 2, be presented by the Union Business Manager (or his representative) and the Chief Shop Steward in Step 3. A grievance shall be presented in this step to the Director of Labor Relations or his designee, 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.

Section 3.02

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

Section 3.03

Anything to the contrary herein notwithstanding a grievance concerning a discharge or suspension may be presented initially at Step 3 by notice in writing within five (5) days of the discharge or suspension.

Section 3.04

Without waiving its statutory or management rights, a grievance on behalf of Temple may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 3.05

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 3.06

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 provisions of this Agreement.

Section 3.07

A grievance which affects a substantial number or class of employees, may initially be presented at Step 2 or Step 3 by the Union, subject to the approval of the Director of Labor Relations, whose approval shall not be unreasonably withheld. The grievance shall then be processed in accordance with the Grievance Procedure.

**ARTICLE IV
ARBITRATION PROCEDURE**

Section 4.01

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

Section 4.02

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

Section 4.03

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

Section 4.04

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

**ARTICLE V
CHECK-OFF AND
MAINTENANCE OF MEMBERSHIP**

Section 5.01

A. Upon receipt from the Union of individually signed payroll deduction authorization cards (in the form set forth in Appendix A), Temple shall each month deduct union dues from the paychecks of such employees receiving paychecks during the first payroll period of the month.

B. The Union will furnish written notice to Temple of any changes to be made in the amount of uniform Union dues deductions. Such notice will be sent to Temple by certified mail at least one full week before the effective date of the change. All dues deducted in accordance with the provisions of Paragraph A above, shall be promptly forwarded to the Operating Engineers, Local 835-835A, 3031 Walton Road, Norristown, Pennsylvania 19401.

Section 5.02

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 deductions in accordance with the foregoing authorization and assignment.

Section 5.03

All employees who are or shall become members in good standing in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues. In the event the tender of initiation fees becomes a valid condition of membership in good standing under an applicable law or court decision, then such tender of initiation fees shall become valid for the purpose of this Article.

ARTICLE VI SENIORITY

Section 6.01

A. The number of General Mechanics will not exceed ten (10). In the event Temple determines to increase the number of General Mechanics after the implementation period, it should first Meet and Discuss with the Union on this issue.

B. Subject to the limitations of Section 6.01, C and if all other conditions are equal, length of total Health Sciences Center maintenance department service shall determine seniority within each craft (e.g., carpentry, painting, etc.) for the purpose of promotion, transfer, shift preference, vacation scheduling, layoff and recall.

C. When subject to layoff, Maintenance Mechanics may bump Helpers, Stationary Engineers may bump Assistant Stationary Engineers, Helpers may bump Laborers, and Laborers may bump General Mechanics provided they have more total service with Temple than the Helpers, Assistant Engineers, Laborers or General Mechanics they bump.

D. In the event that a Maintenance Mechanic or Engineer laterally transfers by choice to another craft, all service time accrued for purposes of seniority while in the craft from which he is transferring shall be forfeited. (In the event that the employee subsequently transfers back, by choice, to his former craft he shall regain and carry only service time forfeited as the result of his prior lateral transfer.)

Section 6.02

Recalls to each position shall be upon the inverse order of layoffs therefrom. Notice of recall shall be sent by certified mail to the employee's last address on record. Failure to respond to such notice within four (4) days shall be deemed a refusal of the recall offer. From the date of affirmative response the employee shall have up to two (2) weeks to report to work.

Section 6.03

Shop Stewards, as long as they hold office, shall be the last to be laid off and the first to be recalled, regardless of the length of their seniority.

Section 6.04

Whenever there is any change in personnel holding elective or appointive positions, specifically mentioned in this Agreement, the Union shall notify Temple in writing of the change.

Section 6.05

An employee not recalled within three years shall lose all accumulated service rights.

Section 6.06

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 90 days.

Section 6.07

Any employee claiming the right to promotion shall be entitled to a hearing.

**ARTICLE VII
WAGES AND HOURS**

Section 7.01

A. The hourly base rates of the respective job classifications shall be set forth in Appendix B.

B. Effective August 10, 2000, the hourly base rate shall be increased by two and one-half percent (2.5%).

C. Effective July 1, 2001 the hourly base rate shall be increased by two and one-half percent (2.5%).

D. Effective July 1, 2002 the hourly base rate shall be increased by two and three-quarter percent (2.75%).

E. Effective July 1, 2003 the hourly base rate shall be increased by two and three-quarter percent (2.75%).

F. Effective October 1, 2004 the hourly base rate shall be increased by two and three-quarter percent (2.75%).

G. Effective October 1, 2005 the hourly base rate shall be increased by three percent (3.0%).

H. Effective October 1, 2006 the hourly base rate shall be increased by three percent (3.0%).

I. Effective October 1, 2007 the hourly base rate shall be increased by three percent (3.0%).

J. Recognizing the need to increase productivity, in accordance with the Job Reclassification Program in Appendix C, Temple will combine jobs to achieve significantly higher productivity from employees and award employees for achieving and displaying new skills.

Section 7.02

A shift differential of seventy-five (\$0.75) cents shall be paid for each regularly scheduled hour worked as part of the second and third shifts. A shift differential of seventy-five (\$0.75) cents shall be paid to employees on rotating shifts regardless of shifts worked.

Section 7.03

A. Eight (8) hours per day shall constitute a normal day's work. Forty (40) hours work per week or five (5) normal day's work (Monday through Friday, excepting those men doing shift work) shall constitute a normal week's work. Fifty-two (52) normal week's work shall constitute a normal year's work.

B. Eight (8) hours work per day shall constitute a normal day's work. However, in special cases, with specific permission of Temple, up to eight (8) hours of excused time may be considered time worked in determining a normal day's work.

C. All time worked in excess of eight (8) hours per day, shift or continuation thereof, or in excess of forty (40) hours in any one week shall be compensated for at the rate of 1 ½ times the employee's base rate of pay.

D. (1) All time on the sixth (6th) consecutive day shall be compensated for at the rate of 1½ times the employees's base rate of pay.

(2) All time on the seventh (7th) consecutive day shall be compensated for at the rate of one and one-half (1½) times the employee's base rate of pay.

E. If an employee is required to work on one of his scheduled days off he will receive premium pay as follows:

6th consecutive day (1st off day) - one and one-half (1½) times the employee's base rate of pay;

7th consecutive day (2nd off day) - one and one-half (1½) times the employee's base rate of pay.

In covering absences Temple is not required (in rotating overtime) to assign an employee if the assignment would be on his second off day.

F. All time worked on Sunday by employees normally assigned to Monday through Friday shifts shall be compensated for at the rate of one and one-half (1½) times the employee's base rate of pay.

G. 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. The starting times for the various shifts are normally as follows:

Day Shift - from 6:00 a.m. to 8:00 a.m.

Second Shift - from 2:00 p.m. to 4:00 p.m.

Third Shift - from 10:00 p.m. to 12:00 p.m.

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.

H. In addition to pay for holidays specified in Section 9.02 below, an employee will be paid one and One-half (1½) times his regular rate of pay for all worked performed on holidays.

Section 7.04

An employee called in or called back to work on other than his assigned shift or continuation thereof shall be guaranteed four (4) hours of pay, and shall be compensated at the rate of 1½ times his normal rate of pay.

Section 7.05

Penalty premium rates or differentials (rates which would not otherwise have been paid) shall not be paid when employees change shifts for personal reasons.

Section 7.06

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

Section 7.07

Employees covered by this Agreement shall be given a twenty-four (24) hour notice on all overtime with the exception of emergencies. Notification of Saturday overtime shall be no later than the preceding Thursday by normal quitting time.

ARTICLE VIII VACATIONS

Section 8.01

Vacation eligibility shall be determined by the length of an employee's Temple service as of the thirtieth (30th) of June.

Section 8.02

Employees shall receive annual vacations with pay for work performed prior to the Anniversary date in accordance with the following schedule:

University Service Anniversary	Days of Vacation	Hour of Pay at Employee's Base Rate of Pay
Less than 1 year	1 day for each 36 calendar days on the payroll (max. 10 days)	
1 year, but less than 3 ½ years	10 days	80 hours pay
3 ½ years but less than 12 ½	15 days	120 hours pay
12 ½ years or more.	20 days	160 hours pay

Section 8.03

Vacation time shall be considered time worked for the purpose of computing overtime and premium pay. Employees terminated involuntarily and employees who give four (4) week's written notice of voluntary termination shall be entitled to accrued vacation pay.

Section 8.04

An employee shall not be permitted to work while on vacation except in an emergency situation.

Section 8.05

Vacation time off in the summer may be taken in units of two (2) weeks where scheduled quotas and seniority permit.

Section 8.06

There shall be no vacation carryover from one year to another.

Section 8.07

Employees with two (2) or more weeks vacation shall be entitled to take one of their weeks in one day or half (½) day increments. Employees with three (3) or more weeks vacation shall be entitled to take two of their weeks one day at a time, of those two (2) weeks one (1) may be taken in half (½) day increments. The selection of single days should not interfere with vacation quotas, and notification is to be the same as agreed upon for personal holidays.

**ARTICLE IX
HOLIDAYS**

Section 9.01

A. For the purpose of this Agreement the following shall be recognized as paid holidays on the day on which they are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas and Christmas Day. Further, each employee shall be entitled to take three (3) additional personal holidays of his choice, provided proper notice is given to his supervisor at least five (5) days in advance of the holiday. If an employee requests the use of his personal holiday and gives less than five (5) days prior notice, the grant or refusal of such holiday shall be a matter solely within the discretion of Temple; provided, however, that the granting of such holiday shall not be unreasonably withheld by Temple. Once scheduled, such holidays may not be canceled by the employee without the consent of Temple. New employees shall not be eligible for any holidays until they have completed thirty (30) days of employment.

B. A new employee shall earn the three personal holidays at the rate of one day every four (4) months of service

during his first year of employment. An employee who has at least one (1) year of service as of July 1 shall be entitled to the three (3) additional days as of July 1 of each year.

Section 9.02

A. Employees will receive eight (8) hours holiday pay at their regular rate of pay for each holiday observed, provided they are in pay status when the holiday is observed. An employee shall be deemed to be in a pay status while he is on vacation, paid sick leave, workers' compensation, annual field training and civil disturbance duty not to exceed fifteen (15) calendar days.

B. Employees out on Workers' Compensation shall not be entitled to earn vacation or holiday time.

Section 9.03

If an observed holiday occurs while an employee is on paid vacation, the employee shall be entitled to an additional day of paid vacation.

Section 9.04

If an observed holiday falls on Saturday it shall be observed on Friday. If an observed holiday falls on Sunday it shall be observed on Monday.

ARTICLE X HEALTH, WELFARE AND PENSION

Section 10.01

A. Upon enrollment at the Human Resources Department all active, full-time bargaining unit members shall become eligible to elect one of the following benefit programs to be effective on the first day of the next month after their date of employment: Blue Cross/Blue Shield Personal Choice, Keystone Health Plan East HMO, or Keystone of New Jersey HMO.

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.

C. Full-time bargaining unit members shall pay the employee contributions as follows:

i. Effective September 1, 2000 the employee contribution in (1.) above shall be changed to 15.00% of the premium for the Plan and coverage elected.

ii. Effective July 1, 2004 the employee contribution in (1.) above shall be increased to 20.00% of the premium for the Plan and coverage elected.

D. If a bargaining unit member elects coverage, they shall make contributions on a pre-tax basis.

Section 10.02

A. All active, full-time employees who have been employed by Temple for one (1) year or more may participate in Temple's "Retirement and Pension Plan" underwritten by Equitable Life Assurance Society of the United States.

B. The Central Pension plan will be funded by the amount to be contributed by Temple to the fund. The Pension hours contribution will be paid as a flat amount multiplied by the number of hours paid (for example hours worked, vacation, sick, holiday) for each pay period.

C. On July 1, 2000, the amount contributed to the Fund is \$1.25 per hour. Contributions will hereafter be revised as follows:

i. Effective August 1, 2005 employees shall have an additional \$0.75 per hour contributed to the Central Pension Fund.

ii. Effective August 1, 2006 employees shall have an additional \$0.50 per hour contributed to the Central Pension Fund.

iii. Effective August 1, 2007 employees shall have an additional \$0.50 per hour contributed to the Central Pension Fund.

iv. Effective June 30, 2008 employees shall have an additional \$.25 per hour contributed to the Central Pension Fund.

Section 10.03

A. Full-time employees with thirty (30) days of service shall be entitled to a Group Term Life Insurance in the amount of \$10,000. Temple shall pay the full cost of such insurance.

B. Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1½ times, 2 times, or 3 times his/her current salary up to a maximum of \$300,000 (in addition to the non-contributory insurance). Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability. Employees not currently enrolled for 1½ or 2 or 3 times salary are subject to insurability provisions.

Section 10.04

Effective September 1, 2000, the Insured Sickness Plan shall provide up to eighteen (18) weeks of benefits at 27.9% of the weekly salary as of August 11, 2000.

Section 10.05

The Long Term Disability (LTD) Insurance will be 60% of your first \$3,000 of monthly base salary plus 40% of monthly base salary in excess of \$3,000. The premiums will be \$.67 per \$100 of monthly base salary up to \$6,000 maximum.

Section 10.06

Any active employee 65 years of age or older who is enrolled in Medicare "A" and "B" shall be eligible for the Blue Shield 65 Special, fully paid for by Temple.

Section 10.07

Following retirement any employee shall be eligible for enrollment to receive a \$2,000 life insurance policy.

Section 10.08

Full-time, permanent employees with thirty (30) days of service shall be enrolled in the Temple Prescription Drug Plan. Effective September 1, 2000, the deductible for generic prescription drugs shall be \$5.00 and the deductible for name brand prescriptions shall be \$10.00. Booklets explaining the Prescription benefits will be issued to employees.

Section 10.09

Full-time, permanent employees with thirty (30) days of service shall be enrolled in the Temple Vision Care Program. Booklets explaining the Vision Care benefits will be issued to employees.

Section 10.10

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 10.11

A. Upon enrollment at the Human Resources Department all active, full-time bargaining unit members shall become eligible to enroll in the current Blue Shield Dental Plan.

B. In the event Temple University determines to switch its above-mentioned carrier, 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.

C. Effective September 1, 2000, the annual maximum under the current dental program shall be increased to \$2,000.

D. Effective September 1, 2000, the lifetime orthodontia maximum under the current dental program shall be increased to \$2,000.

E. Full-time bargaining unit members shall pay the employee contributions as follows:

i. Effective September 1, 2000 the employee contribution for dental insurance shall be changed to 18.00% of the premium for the coverage elected.

ii. Effective July 1, 2002 the employee contribution for dental insurance shall be increased to 25.00% of the premium for the coverage elected.

F. If a bargaining unit member elects coverage, they shall make contributions on a pre-tax basis.

Section 10.12

Complete details of the benefits described in the foregoing Sections may be found in separate booklets available for inspection at the Personnel Office. Each of the benefits described in the foregoing Sections shall remain in full force and effect during the term of this Agreement.

Section 10.13

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

B. Eligible bargaining unit members hired prior to ratification 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 until March 31, 2001.

C. Eligible bargaining unit members hired prior to ratification who do not enroll in the Post Retirement Benefit Pre-Funding Plan until after March 31, 2001 shall be eligible to enroll in the Plan under Temple University's current Policy, but at the following contribution rates: Single 20%, Spousal 60%.

D. Bargaining unit members hired after ratification shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

Section 10.14

Temple University will take the necessary steps to establish a Medical Spending Account effective January 1, 2001. Under this Plan, each eligible bargaining unit member shall be eligible to contribute up to \$2,500 per year, on a pre-tax basis, to a Medical Spending Account to pay for qualified medical expenses.

ARTICLE XI LEAVES OF ABSENCE

Section 11.01

All requests for leaves of absence as authorized below shall be made in writing to the employee's departmental supervisor, and shall be effective when approved in writing by the Director of Facilities Management (or his authorized representative) and by the Department of Personnel Services. Employees shall accumulate seniority during such authorized leaves of absence.

Section 11.02

Employees who enter military services of the United States shall, upon completion of such service be reinstated in accordance with the laws of the United States.

Section 11.03

There shall be a leave of absence without pay granted to an employee elected or appointed by the general membership to a union office. Such leave shall be granted for one (1) term or more of the elected or appointed office, and the employee shall be permitted to return with full seniority provided he has the ability to perform the work and is physically fit. During such leave of absence all University Employee Benefits and contributions shall cease.

Section 11.04

A. An employee will be granted up to four (4) days of funeral leave of absence (up to and including the day after burial) with pay to attend the funeral of a member of the employee's immediate family. When a death occurs in an employee's immediate family on a Thursday or Friday, and the burial is prior to Monday, the employee shall be granted time off on Monday, provided, however, that such absence on Monday does not exceed the aforementioned four days of leave of absence. The following are considered members of an employee's immediate family: spouse, father, mother, son, daughter, brother and sister.

B. When the death of an employee's father-in-law, mother-in-law or grandparents occurs, an employee shall be entitled up to three (3) days leave with pay up to and including the day after burial.

C. An employee will be granted one (1) day of funeral leave of absence with pay on the day of burial of an employee's brother-in-law, sister-in-law, or grandchild.

D. Temple reserves the right to demand proof of any death for which leaves of absence are requested.

Section 11.05

An employee who is called to jury duty shall be entitled to a leave of absence. Said employee shall be paid by Temple the difference between his regular pay and the compensation for jury duty received from the court. An 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 11.06

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. Effective July 1, 2001, an employee who has completed his/her probationary period is eligible for one (1) day of sick leave at the rate of the said day for each full month of continuous service retroactive to his/her date of hire, but not to exceed a total of ten (10) days for any one year.

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

D. Any employee who has incurred seven occurrences 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 four (4) month period. The occurrences will be set to zero (0) for the purposes of this section beginning September 1, 2000.

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

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

NOTIFICATION AND PROOF OF ILLNESS

G. 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.

ARTICLE XII OCCUPATIONAL INJURIES

Section 12.01

A. An employee involved in an accident or injury on the job must report it to his supervisor as soon as possible.

B. An employee injured on the job shall be paid for time lost while being medically treated for such injury on the day of such injury or after he has returned to work.

Section 12.02

All safety equipment required on the job shall be supplied and maintained by Temple.

ARTICLE XIII MISCELLANEOUS

Section 13.01

An employee being laid off for non-disciplinary reasons shall be given two (2) week's notice and two (2) week's pay, or any combination there of totaling one hundred and sixty (160) hours. In no event shall the number of days for which lay off pay is given exceed the number of days an employee is actually laid off.

Section 13.02

All job openings pertaining to transfers and promotions to positions within the bargaining unit shall be posted for a period of five working days. If an employee bids for, and is awarded, a posted transfer, he shall not thereafter be entitled to bid for another transfer within one (1) year, even if the bidder subsequently declines the awarded bid request.

Section 13.03

Locker facilities shall be made available to all employees.

Section 13.04

An employee who approaches a supervisor to make any kind of arrangement for personal gain, without the knowledge of a steward, shall not be recognized by the supervisor without a steward being present.

Section 13.05

Upon presentation by an employee of a signed authorization card to the Department of Personnel Services, Temple will deduct from the pay of the employee weekly/monthly Temple Credit Union monies.

Section 13.06

A. A permanent, full-time employee shall be entitled to full tuition for six (6) semester hours for courses in Temple's undergraduate colleges for either undergraduate or graduate work.

B. The legally, dependent children (whether by birth or adoption) of a permanent, full-time employee with at least three (3) year's continuous service since last date of hire, 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. The eight (8) semesters may be extended up to ten (10) semesters if the undergraduate degree has not been completed.

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

D. If an employee dies while a legally dependent child is enrolled at Temple under this benefit, such child may continue to receive the benefit until the completion of eight (8) semesters of undergraduate work. The eight semesters maybe extended up to ten semesters if the undergraduate degree has not been completed.

Section 13.07

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

Section 13.08

In the event any provision of this Agreement conflicts with any local, state or federal law, such invalidity shall not be deemed to render the remainder of this Agreement invalid.

Section 13.09

All notices to Temple from the Union required by this Agreement shall be addressed as follows: Attention: Director of Labor Relations. All notices to the Union from Temple shall be addressed as follows: Attention: Business Manager.

Section 13.10

Temple shall provide a reasonable amount of security in all areas of all campuses for tools. Each employee keeping tools in a designated area shall maintain on file with the Department of Facilities Management a current and complete tool list acknowledged by Temple. In the event of an employee's loss of tools from such designated areas, the employee shall only be reimbursed for tools lost which were on his itemized list.

Section 13.11

Past practice with regard to the assignment of types of work shall be continued.

Section 13.12

The Safety Committee, as established by Facilities Management, 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.

**ARTICLE XIV
MODIFICATION, TERMINATION
AND RENEWAL**

Section 14.01

This Agreement is effective upon ratification by the Union membership and approval by Management, and shall remain in full force to the expiration date of this agreement, June 30, 2008, and shall remain in full force and effect from year to year thereafter unless written notice is given by either party to the other, as provided by applicable law, but in no event fewer than sixty (60) days prior to the expiration date of this Agreement. In the event of such notification the parties hereto shall commence negotiations for a new or modified Agreement, as provided by applicable law.

Section 14.02

Failing to serve notice by either party, the Agreement shall renew itself from year to year.

Section 14.03

During the life of this Agreement the parties may, but neither is obligated to, discuss changes, additions or clarifications to this Agreement. If any such discussion results in changes, additions or substantial clarifications, they shall be reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have hereunder act their hands on this 10th day of August, 2000.

INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL NO. 835-835A,
AFL-CIO

TEMPLE UNIVERSITY
OF THE COMMONWEALTH
SYSTEM OF HIGHER
EDUCATION

Paul Scheb
Business Manager
Chief Negotiator

Robert B. Birnbrauer
Associate Vice President for
Human Resources/Chief Negotiator

Mark Crosby
Business Agent

Sharon Boyle
Supervisor, Labor Relations

Gilbert Berenato

Timothy M Fehrle
Director, Labor Relations

Robert Gress, Jr

Richard D. Lutman
Director, Labor Relations

Frank Isgrow

James J. Mohan
Associate Vice President
for Human Resources

Ronald Nober

Joseph P. Ralston
Assistant Superintendent, HVAC

Walter Pawlowski

APPENDIX A

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 835-835A**

**VOLUNTARY ASSIGNMENT AND
AUTHORIZATION FOR
DUES DEDUCTION**

You are hereby authorized to deduct from my wages each month, for the duration of this Agreement, my Union dues, and to remit the amount so deducted to the Financial Secretary of Local 835-835A of the International Union of Operating Engineers.

Date _____ Signature

**APPENDIX B
WAGE RATE STRUCTURE**

Position Title	Current Rate	7/28/00	7/1/01	7/1/02	7/1/03	10/1/04	10/1/05	10/01/06	10/01/07
Engineer, Carpenter, Electrician, Painter, Plumber, Mechanic, HVAC Engineer, Locksmith	\$17.63	\$18.35	\$18.84	\$19.39	\$19.96	\$20.54	\$21.19	\$21.86	\$22.55
Multi-Craft Rate	-	\$19.28	\$19.80	\$20.38	\$20.97	\$21.58	\$22.26	\$22.97	\$23.70
Laborer/Asst Engineer	\$15.54	\$16.21	\$16.65	\$17.14	\$17.65	\$18.17	\$18.75	\$19.35	\$19.97
Multi-craft Rate	-	\$17.03	\$17.49	\$18.01	\$18.54	\$19.08	\$19.69	\$20.32	\$20.97
General Mechanic	\$15.08	\$15.74	\$16.16	\$16.64	\$17.13	\$17.64	\$18.21	\$18.79	\$19.39
Multi-craft General Mechanic Rate	-	\$16.54	\$16.98	\$17.48	\$18.00	\$18.53	\$19.12	\$19.73	\$20.36

APPENDIX C

JOB RE-CLASSIFICATION PROGRAM

1. Recognizing the need to increase productivity, Temple will combine jobs to achieve significantly higher productivity from employees and award employees for achieving and displaying new skills.

2. All current employees will initially receive twenty five cents (\$.25) upon ratification of the agreement to eliminate any question of craft concept assignment and to eliminate any grievances arising therefrom.

3. Current job descriptions will be grouped and combined representing similar skills. The classifications will include primary and secondary skill sets. The primary duties are defined within the current job description, and the secondary skill sets are defined as types of duties from other job descriptions. An example is as follows:

All Air Conditioning Mechanics will perform primary AC Mechanic functions. Secondary duties will include Electrical, High Voltage, Plumbing, Motor Mechanic, Engineer, and Filter Replacement jobs.

The AC Mechanic would be expected to perform skills encompassed in these secondary jobs, such as; troubleshooting controls, installation of power wiring to associated equipment, drain and water supply installation and repairs, motor and belt replacement, start-ups and shut-down of all HVAC equipment.

4. a.) Within two (2) weeks of ratification, Temple will identify and list, for each of the groups the skills necessary to receive the MC rate. Employees will then declare in writing on forms provided by Temple their desire to be assigned to such work to achieve the Multi-Craft (MC) rate. The employee shall receive five and three-tenths percent (5.3%) of their current rate upon such declaration.

b.) Temple will prepare a work-sampling checklist for each skill to be achieved. When an employee completes the work that demonstrates the qualifications and ability to perform said work, Temple will complete checklist.

c.) Employees who fail to satisfactorily complete the evaluation may request familiarization and training to assist them in the future. In the event an employee has not satisfactorily completed the evaluation within six (6) months he will forfeit the MC rate. The reduction in rate can be appealed to the Joint Reclassification Committee.

5. General provisions of this program include:

a.) All new employees hired at Temple will be hired into Multi-Craft positions and be required to pass tests as determined by Temple.

b.) The employee who displays his ability and skills to perform the related duties will be designated as Multi-Craft”.

c.) Department and Craft seniority will not change as a result of this program.

d.) Overtime will be rotated and distributed fairly among qualified employees by those having the least amount of overtime as in the past. Current employees will be offered scheduled overtime in their craft before MC employees are offered such overtime.

e.) If Temple determines that training is required and if Temple requires an employee to attend training the employee will be paid. The Union may meet and discuss training needs for consideration.

f.) For current employees, on a one time basis only, employees who achieve the MC Rate for Multi-Craft assignments later choose to withdrawal will be permitted to do so with the commensurate reduction in salary. Such employees may not re-enter for 12 months.

6. a.) In the event that Multi-Craft disputes arise between the Union and Temple, the dispute will be presented to the Committee for review. In the event the dispute is not resolved by the Committee, both parties agree to refer the matter to the Pennsylvania Bureau of Mediation for recommendation within thirty (30) days.

b.) If an employee's Multi-Craft rate is involuntarily removed, that issue may be submitted to arbitration for resolution within thirty days (30) days.

October 6, 2000

Mr. Paul Scheb, Business Manager
International Union of Operating Engineers
Local 835
3031 Walton Road, Suite 100
Norristown, PA

RE: Letters of Agreement

Dear Mr. Scheb:

In accordance with the negotiated agreement ratified on August 10, 2000, the following was agreed to:

1. Job Re-classification Program

A joint committee comprised of Management and Union representatives will meet on a quarterly basis to review the progress and implementation of the program.

The Management Committee will include the Chief Negotiator, Facilities and Labor Relations representatives. The Union Committee will be comprised of the Chief Negotiator, Chief Shop Steward and a Union-designated Steward.

The first meetings of the committee will be held monthly within the first ninety (90) days and quarterly thereafter.

This meet and discuss committee is charged with the responsibility to positively and cooperatively review training needs, evaluation tools and ensure that the program is implemented as intended.

2. Perfect Attendance

Effective September 1, 2000, any employee who has perfect attendance for twelve (12) consecutive months, will be granted a paid personal holiday.

Sincerely,

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

RBB:skm

Agreed: /s/Paul Scheb